CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 1/24/13

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Reed Contracting Services, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Reed Contracting Services, Inc., for U. S. Highway 72 Improvements East of Nance Road, Project No. 65-13-TI01

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

Item to be considered for: Action

Unanimous Consent Required: No

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

This agreement is for the construction of a left turn lane, right deceleration lane and storm pipe installation along U. S. Highway 72 east of Nance Road for a total contract amount of $367,720.65. Account No. 23-6300-0811-8501.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Moore

Date:

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: 1/24/13

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

Contract or Agreement: **Construction Contract**

Document Name: **Reed-US Hwy 72 Imp East of Nance Project No. 65-13-TI01**

City Obligation Amount: **$367,720.65**

Total Project Budget: **$367,720.65**

Uncommitted Account Balance: **0**

Account Number: **23-6300-0811-8501**

Procurement Agreements

Title 39	Competitive

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	Signature	Date
1) Originating	[illegible]	12/31/12
2) Legal	[illegible]	1/4/13
3) Finance	[illegible]	1/4/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract with the low bidder, Reed Contracting Services, Inc., in the amount of THREE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY AND .65/100 DOLLARS ($367,720.65) for U. S. Highway 72 Improvements East of Nance Road, Project No. 65-13-TI01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Reed Contracting Services, Inc. for U. S. Highway 72 Improvements East of Nance Road, Project No. 65-13-TI01" consisting of a total of one (1) page plus eighty-one (81) additional pages consisting of Attachments A1-H, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of January 24, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of January, 2013.

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

APPROVED this the 24th day of January, 2013.

_____
Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
REED CONTRACTING SERVICES, INC.
FOR
U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 65-13-TI01

~~~~~~~~~~~~~~~~~~~~~~~~

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 24th day of January, 2013, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and REED CONTRACTING SERVICES, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as U. S. Highway 72 Improvements East of Nance Road, Project #65-13-TI01, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

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

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A1".

Reed Contracting Services, Inc.

ATTEST:

BY:

Tommy Battle, Mayor

Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: January 24, 2013
~~~~~~~~~~~~~~~~~~~~~~~~

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 65-13-TI01

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ATTACHMENT "A1"
U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
Project No. 65-13-TI01

1/2/2013

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	REMOVING PIPE	128	LF	$15.58	$1,994.24
2	REMOVING HEADWALLS	5	EA	$264.76	$1,323.80
3	REMOVING JUNCTION BOXES	1	EA	$264.76	$264.76
4	UNCLASSIFIED EXCAVATION & REMOVAL OF UNSUITABLE MATERIALS	6,200	CY	$8.22	$50,964.00
5	BORROW FIL, COMPLETE IN PLACE	2,500	CY	$11.15	$27,875.00
6	SHOT ROCK	800	TON	$17.23	$13,784.00
7	FILTER BLANKET, GEOTEXTILE	1,225	SY	$4.83	$5,916.75
8	CRUSHED AGGREGATE, SECTION 801 FOR MISCELLANEOUS USE (ALDOT #2)	600	TON	$15.93	$9,558.00
9	CRUSHED AGGREGATE, SECTION 801 FOR MISCELLANEOUS USE (ALDOT #57)	800	TON	$15.24	$12,192.00
10	CONCRETE FOR FLUMES	5	SY	$121.65	$608.25
11	301-A CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	1,230	SY	$9.32	$11,463.60
12	424-A SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	84	TON	$111.28	$9,347.52
13	424 -B SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	154	TON	$85.86	$13,222.44
14	424-B SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	308	TON	$67.98	$20,937.84
15	48" STORM SEWER PIPE (CLASS 3 R.C.), COMPLETE IN PLACE	875	LF	$84.03	$73,526.25
~~16~~	~~59" SPAN, 36" RISE STORM SEWER PIPE (CLASS 3 R.C.), COMPLETE IN PLACE~~	~~62~~	~~LF~~	~~$0.00~~	~~$0.00~~
17	18" Storm Sewer Pipe (Class 3 R.C.), COMPLETE IN PLACE	23	LF	$49.27	$1,133.21
18	MOBILIZATION	1	LS	$20,679.36	$20,679.36
19	LOOSE RIPRAP, CLASS 2, COMPLETE IN PLACE	130	TON	$21.14	$2,748.20
20	619-A 18" SIDE DRAIN PIPE END TREATMENT, CLASS 1, COMPLETE IN PLACE	1	EA	$957.90	$957.90
21	619-A 48" SIDE DRAIN PIPE END TREATMENT, CLASS 2, COMPLETE IN PLACE	1	EA	$1,869.34	$1,869.34
22	JUNCTION BOX TYPE CS (SPECIAL TYPE), COMPLETE IN PLACE	1	EA	$3,804.21	$3,804.21
23	620-B JUNCTION BOX TYPE-1, COMPLETE IN PLACE	5	EA	$2,513.92	$12,569.60
24	JUNCTION BOXES TYPE-1 UNIT (RING AND COVER TOP), COMPLETE IN PLACE	2	EA	$1,107.64	$2,215.28
25	621-C INLETS WITH 621-B ANCHORS, COMPLETE IN PLACE	4	EA	$3,898.61	$15,594.44
26	COMBINATION CURB & GUTTER, TYPE C 30"	150	LF	$19.49	$2,923.50
27	TOPSOIL (4" MINIMUM)	810	CY	$13.92	$11,275.20

ATTACHMENT "A1"
U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
Project No. 65-13-TI01

1/2/2013

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
28	SEEDING	2	AC	$809.54	$1,619.08
29	MULCHING	2	AC	$750.96	$1,501.92
30	TEMPORARY SEEDING	2	AC	$750.96	$1,501.92
31	TEMPORARY MULCHING	2	AC	$633.80	$1,267.60
32	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1 (CONSTRUCTION ENTRANCE)	80	TON	$14.08	$1,126.40
33	INLET PROTECTION, STAGE 3 OR 4	1	EA	$471.36	$471.36
34	WATTLE	350	LF	$6.76	$2,366.00
35	ENGINEERING CONTROLS & CONSTRUCTION STAKING	1	LS	$6,030.16	$6,030.16
36	701-B DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	460	LF	$2.10	$966.00
37	701-G SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1,135	LF	$1.05	$1,191.75
38	701-G SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	430	LF	$1.05	$451.50
39	701-H SOLID TRAFFIC STRIPE REMOVED (PLASTIC)	905	LF	$1.05	$950.25
40	703-A TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	364	SF	$5.25	$1,911.00
41	703 B TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	90	SF	$5.25	$472.50
42	705-A PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	15	EA	$10.50	$157.50
43	710-A CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 16 GAUGE (TYPE III OR IV BACKGROUND)	10	SF	$41.28	$412.80
44	710-A CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 16 GAUGE (TYPE IX BACKGROUND)	8	SF	$46.47	$371.76
45	710-B ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	39	LF	$17.34	$676.26
46	740-B CONSTRUCTION SIGNS	240	SF	$15.42	$3,700.80
47	740-D CONES (36 INCH HIGH)	150	EA	$0.01	$1.50
48	740-M BALLAST FOR CONE	150	EA	$0.01	$1.50
49	741-C PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	3	EA	$1.00	$3.00
50	621-S INLETS, TYPE S4	4	EA	$2,954.85	$11,819.40
	TOTAL BASE BID AMOUNT				$367,720.65

Company Ree Contracting Services Inc
Signature [illegible]
Date January 3, 2013

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

ATTACHMENT "B"
PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Reed Contracting Services, Inc.
(NAME)
2512 Triana Blvd, SW, Huntsville, AL 35805
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 68-13-T101

FOR THE CITY OF HUNTSVILLE, ALABAMA.

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

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

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

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

The undersigned bidder understands that the Contract Time for completion of all work is Ninety (90) calendar days.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 86-13-T101

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

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

DATED: January 3, 20 13.

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

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

_____ _____

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS 20545

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY David L. Harris, Vice President

BUSINESS ADDRESS 2512 Triana Blvd SW, Huntsville, AL 35805

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES	PRESIDENT	Michael Reed
OF	SECRETARY	David L. Harris, Vice President
OFFICERS	TREASURER	Charles C. Lovoy, Secretary

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

No. 1
12/21/2012

ATTACHMENT "C"

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 65-13-T101

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. If subcontractors are not approved, Contractor will be notified prior to approval of contract by City Council. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall immediately notify Mary Hollingsworth via email at mary.hollingsworth@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	J.C. Cheek Contracting, Inc.	11303	2087 Attala Rd #5257 Kosciusko, MS 39090	36-42
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

ATTACHMENT "D"

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
PROJECT NO. 85-13-TI01

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

1. City of Huntsville — University & Paramount Intersection Improvements
   320 Fountain Circle
   Huntsville, AL 35804
   POC: Dennis Thompson, Phone (256) 535-2489

2. City of Huntsville — Highway 72 West Median Crossover
   320 Fountain Circle
   Huntsville, AL 35804
   POC: Dennis Thompson, Phone (256) 535-2489

3. City of Huntsville — Mastin Lake Road Improvements
   320 Fountain Circle
   Huntsville, AL 35804
   POC: Chris McNeese, Phone (256) 535-2489

4. City of Huntsville — Farrow Road Improvements
   320 Fountain Circle
   Huntsville, AL 35804
   POC: Cathy Martin, Phone (256) 535-2489

5. City of Huntsville — Shields Road Extension
   320 Fountain Circle
   Huntsville, AL 35804
   POC: Chris McNeese, Phone (256) 535-2489

ATTACHMENT "E"

MANDATORY Pre-Bid meeting to be held on Tuesday, December 18, 2012 at 9:30 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: U. S. Highway 72 Improvements east of Nance Road, more particularly known as Project No. 65-13-TI01

Description of Project: Construction of left turn lane, right turn lane and storm pipe installation along U. S. Highway 72 West east of Nance Road

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

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

This project U. S. Highway 72 Improvements east of Nance Road, more particularly known as Project No. 65-13-TI01 requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 3rd day of January, 2013, until 9:00 am. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Supplemental Specifications, Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications. Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: www.huntsvilleal.gov/engineering Plans and proposals can be downloaded from our website at no cost: www. huntsvilleal.gov/engineering/bidlist.html Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates.

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

E-VERIFY – NOTICE

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

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

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

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

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

ATTACHMENT "F"

SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

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

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

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

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

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

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

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

MATERIAL STORED (INVOICE ATTACHED) $ -

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

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

AMOUNT EARNED AFTER RETAINAGE $ -

LIQUIDATED DAMAGES PER DAY 300

LIQUIDATED DAMAGES ASSESSED TO DATE: -

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

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

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

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

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

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

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

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

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

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

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

IF FINAL ESTIMATE. DATE WORK WAS COMPLETED: _____

ATTACHMENT "G"

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

ATTACHMENT "H"

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): Reed Contracting Services, Inc.
- City of Huntsville current taxpayer identification number (if available): a corporation. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 157-604 - Alabama
☐ 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): Vice President

Type or legibly write name: David L. Harris Date: January 3, 2013

Company ID Number: 109504

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and Reed Contracting Services Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The 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. The 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. The 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 the 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).

4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and 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:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 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, and 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 and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish 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.

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 E-Verify 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.

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

5. The Employer agrees to comply with established 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 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, 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

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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 $500 and $1,000 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 any 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 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 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 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 the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. 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 the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE 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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY

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 alien 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

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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 the Department through its toll-free hotline 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.

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

The 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

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 manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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 Operations at 888-464-4218.

Employer Reed Contracting Services Inc.

Paul I Moore	
Name (Please type or print)	Title
Electronically Signed	**03/26/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 109504

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: Reed Contracting Services Inc.

Company Facility Address: 2101 Governors Drive SW
Huntsville, AL 35805

Company Alternate Address:

County or Parish: MADISON

Employer Identification Number: 631095945

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.

- ALABAMA 1 site(s)

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

Name: David Wilkinson
Telephone Number: (256) 533 - 0505
E-mail Address: davidw@reedalabama.com
Fax Number: (256) 533 - 0590

Name: Paul I Moore
Telephone Number: (256) 533 - 0505
E-mail Address: ikem@reedalabama.com
Fax Number: (256) 533 - 0590

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD

PROJECT NO. 65-13-TI01

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

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

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

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

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

2. PROPOSAL PREPARATION

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

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

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

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

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

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

3. QUANTITIES

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

4. CHANGE ORDERS

(A) Changes in the Work

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

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

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

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

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

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree.

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

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

(D) Time extension for abnormal weather conditions

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

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

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

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

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

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

5. **MAINTAIN OFFICE**

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

6. **SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "C". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

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

7. **BID BOND**

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

8. **N/A**

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

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

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

10. **LICENSES AND CLASSIFICATIONS**

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

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

11. **PERMITS**

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

12. **PAYMENT**

The OWNER agrees to pay the Contractor as follows: Once each month per project, the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. A sample copy of the invoice is attached as Attachment "F". The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. **N/A**

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

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

conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

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

15. INCLUSIONS TO CONTRACT

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

16. COMMENCEMENT OF WORK

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

17. CONTRACT TIME

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

18. LIQUIDATED DAMAGES

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

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

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

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

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

19. STORAGE OF MATERIALS

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

20. TRAFFIC FLOW

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

21. TERMINATION FOR CONVENIENCE

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

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

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

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

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

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

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

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

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

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

22. TERMINATION FOR CAUSE

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

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

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

23. UNBALANCED BIDS

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

24. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

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

C. OTHER INSURANCE PROVISIONS

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

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

1. General Liability and Automobile Liabillty Coverages Only:

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

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

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

2. All Coverages

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

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

D. ACCEPTABILITY OF INSURERS

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

E. **VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

G. **HOLD HARMLESS AGREEMENT**

1. Other Than Professional Liability Exposures

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

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

25. **DOMESTIC PREFERENCES**

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

26. **TIME IS OF THE ESSENCE**

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

27. **NO DAMAGES FOR DELAYS**

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

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

28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

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

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

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

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

30. WARRANTIES

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

31. COORDINATION WITH OTHER CONTRACTORS

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

32. W-9 TAXPAYER FORM

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

33. FINAL PAYMENT

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

LEGAL NOTICE (Header)

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

34. PROJECT COMPLETION DATE

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

35. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

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

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

Format Requirements for all record drawing submittals:
All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
   a. Structures (boxes, inlets, end treatments, etc.):
      i. Horizontal locations of Features – Northing and easting coordinates
      ii. Vertical location of Features – Tops and Inverts
      iii. Changes in type, size, or material of feature.

b. Pipes / Culverts:
   i. Document length
   ii. Document slope
   iii. Document size
   iv. Document invert elevation
   v. Changes in material of structure

c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
   i. Horizontal location (to verify location within described easements)

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

   ii. Vertical location (to verify positive drainage)

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

   iii. Changes in width or material of feature.
   iv. Changes in location and type of geotechnical fabric used.
   v. Changes in overall grading of site topography.

d. Detention / Retention Facility:
   i. Changes in size, location, or material of facility.
   ii. Changes in location and type of geotechnical fabric used.
   iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

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

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	

14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						

62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

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

37. **LOWEST RESPONSIBLE BIDDER**

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

38. **NON-RESIDENT BIDDERS**

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

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

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

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

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to <u>not less than 30 percent</u> of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

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

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

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

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

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor

shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

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

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

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

44. **CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS**

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

45. **NPDES CONSTRUCTION REQUIREMENTS**

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

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

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**
This section is deleted.

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

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

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

48. **E-VERIFY – NOTICE**

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

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

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

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

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

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

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

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

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

50. SURVIVABILITY OF CONTRACT PROVISIONS

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

51. SURETY BONDS

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

52. GOVERNING LAW

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

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

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

54. SUCCESSORS AND ASSIGNS

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

55. WRITTEN NOTICE

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

56. RIGHTS AND REMEDIES

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

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

57. ENTIRE AGREEMENT

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

HUNTSVILLE

Shane Davis, P.E.
Director of Urban Development
City Engineer

Urban Development Department
Engineering Division

U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
Project No. 65-13-TI01
December 21, 2012

Addendum #1

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

Attachment A is amended as follows:

Replace bid quantities with "replacement", Attachment "A1". **Bid must be submitted using Attachment "A1".** Contractors are authorized to download revised quantities from website and paste to floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be submitted and signed with original bid packet. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

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

REVISIONS TO ATTACHMENT "A":

Delete:

Item No. 15 - 48" Storm Sewer Pipe (Class 3 R. C.), Complete in Place - 799 – LF

Item No. 16 - 59" Span, 36" Rise Storm Sewer Pipe (Class 3 R.C.), Complete in Place – 62 - LF

Add:

Item No. 15 - 48" Storm Sewer Pipe (Class 3 R. C.), Complete in Place - 875 – LF

Item No. 50 – 621-S Inlets, Type S4, Complete in Place – 4 - EA

E-VERIFY – NOTICE

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

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

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

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

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

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

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

Attachments: Pre-Bid Minutes
Revised Attachment "A" – Attachment "A1"

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

PROJECT NAME: U. S. Highway 72 Improvements east of Nance Road

PROJECT #: 65-13-TI01

DATE: December 18, 2012 at 9:30 a.m.

PROJECT ENGINEER: Robbie Stewart

The following people were in attendance at the meeting:

Tim Holder	North Alabama Gas
Kevin Sawyer	Wiregrass Construction
Nick Pettit	Reed Contracting
Jerry Wall	APAC
Jerald Abernathy	McDonald Brothers
Hercy Golson	Huntsville Utilities
Chris Agnew	COH
Bobby Simmons	COH
Marc Byers	COH
David Scroggins	COH
Calvin Minor	COH
Penny Kelly	COH
Mary Hollingsworth	COH
Robbie Stewart	COH
Michael Jenkinson	GPS

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.
   a. *Robbie Stewart, COH Project Engineer*
   b. *Calvin Minor, COH Inspector*
   c. *Penny Kelly*
   d. *Mary Hollingsworth*
   e. *Michael Jenkinson, Design Engineer with Gresham, Smith & Partners*

2. Project Engineer gave a brief description of work.

   Installation of a left turn lane, right deceleration lane and storm pipe installation along U. S. Highway 72 east of Nance Road, at Academy Sports.

3. Progress Schedule of Operations were discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete

temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**

Clearing and grubbing: Contractor responsible for removing all debris and demo-ed items from the site, incidental to clearing and grubbing.

Erosion control must be in place prior to commencement of work.

4. Discussed all Permits.

   ALDOT permits have been approved for work within State right-of-way. We are in the process of modifying it and depending on what we're finding out now on utility situations, the permit may be modified again.

   The Contractor will be responsible for obtaining the ADEM permit. There is an NPDES permit that was issued to the developer that will be issued in Addendum No. 1. **(Due to the size of the permit, please see the COH project website to download a copy of the permit).** It was asked that the contractor abide by the requirements and regulations of this NPDES permit.

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

   Tim Holder with North Alabama Gas and Hercy Golson with Huntsville Utilities are present at the meeting. Gas and water line conflicts are the two (2) biggest concerns on site.

   Huntsville Utilities has an 18" water line that has been discovered. It has been potholed and there are dimensions off the road where it is located.

   North Alabama Gas has a line that is behind the water line.

   The biggest thing that has come up is there is a crossing at US Highway 72 that goes over to Sherman Williams on the south side and that looks like it may be a problem. All we can do is get out there and uncover it and see what we've got and work with North Alabama Gas on getting that relocated.

   Robbie will be giving North Alabama Gas some plans and have him work us up some time and materials cost. In order to get it in in a timely manner we'll do it as aid to construction, if not we'll have to work it out with the City taking care of it.

Will have to dig it up and look at it and see where we're at as far as the alignment of the storm pipes and worse case, may have to make it a curb and gutter deceleration lane and have a little bit of an acceleration lane on it. Connect the curb and gutters together and Robbie will include the curb and gutter on the deceleration lane and put S-inlets in. There are open throats in there right now with some junction boxes and may end up having to leave a few throats; just depends on how we have to modify and then put in S-inlets.

Robbie asked everyone present what they thought about going ahead and adding S-inlets as a quantity even though we may or may not use them. All present agreed.

This is all ALDOT right-of-way so everything will have to be done to ALDOT standards.

Contractor is responsible for locating all utilities.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

   ALDOT specifications are to be used.

   Bidders should pay particular attention to the Shop Drawing section of the contract covering working drawings, material submittals, job-mix formulas, time limits in the contract, etc.

   Shop Drawings are required per City Contract to include but not limited to: storm boxes, pipe, headwalls, etc.

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

   NONE

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

   Only other project is the turn lanes are at the Academy Sports Highway 72 entrance, which is being done by Reed Contracting. Coordination with them will be required. Will have to tie at Reed's entrance; the break line is at the ALDOT right-of-way. Coordinate with Reed to make sure everything ties correctly. Benchmarks have been posted on the website. Check with Reed to make sure which benchmarks they are coming off of to make sure everything ties together.

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

10. PAYMENT

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

11. Project Engineer discussed plans, specs and special provisions.
a. A review of the plans should be made with emphasis placed on unusual construction features and special drawings.
b. Each pay item of the contract should be read out and any questions concerning the method of measurement or payment discussed.

One thing unique on the plans as far as the boxes on the Throat Inlets; Phillip Day wanted the Type C-the ditch type inlets; obviously, they have the wider spacing in the grates, but the anchoring is not heavy, so he asked that we do the Type B anchoring. Robbie said he doesn't know any other way to do it but to put the J-bars in it. See additional notes regarding the quantities below:

1	REMOVING PIPE-18"
2	REMOVING HEADWALLS
3	REMOVING JUNCTION BOXES
4	UNCLASSIFED EXCAVATION-beefed up a little bit just in case Contractor runs into some bad materials
5	BORROW FILL
6	SHOT ROCK-included just in case
7	FILTER BLANKET-went ahead and put it back in there just in case it is

	needed
8	CRUSHED AGGREGATE (2)-may or may not use depending on the soils
9	CRUSHED AGGREGATE (57)-may or may not use depending on the soils
*WILL HAVE A GEOTECH ON SITE	
10	CONCRETE FOR FLUMES
11	CRUSHED AGGREGATE BASE COURSE
12	WEARING SURFACE
13	UPPER BINDER
14	LOWER BINDER
15	48" STORM SEWER PIPE – quantity will be adjusted
16	59"X36" STORM SEWER PIPE
17	18" STORM SEWER PIPE – in the median
18	MOBILIZATION
19	LOOSE RIPRAP – at the end of the project for the storm pipe
20	18" SIDE DRAIN PIPE END TREATMENT – headwall
21	48" SIDE DRAIN PIPE END TREATMENT – headwall
22	JUNCTION BOX TYPE CS – special
23	620-B JUNCTION BOX TYPE-1
24	JUNCTION BOXES TYPE-1 UNIT (RING AND COVER) – will use COH ring and cover
25	621-C INLETS WITH 621-B ANCHORS
26	COMBINATION CURB & GUTTER – depending on what happens quantity could change depending on if we have to do modifications
27	TOPSOIL
28	SEEDING
29	MULCHING
30	TEMPORARY SEEDING
31	TEMPORARY MULCHING
32	TEMPORARY COARSE AGGREGATE – may not need to use; accessing off Nance Road
33	INLET PROTECTION
34	WATTLE
35	ENGINEERING CONTROLS & CONSTRUCTION STAKING
36	DOTTED TRAFFIC STRIPE
37	SOLID WHITE TRAFFIC STRIPE
38	SOLID YELLOW TRAFFIC STRIPE
39	SOLID TRAFFIC STRIPE REMOVED
40	TRAFFIC CONTROL MARKINGS
41	TRAFFIC CONTROL LEGENDS
42	PAVEMENT MARKERS
43	CLASS 4 SIGN PANELS
44	CLASS 8 SIGN PANELS
45	ROADWAY SIGN POST
46	CONSTRUCTION SIGNS
47	CONES – can use cones or barrels

48	BALLAST FOR CONES
49	PORTABLE SEQUENTIAL ARROW & CHEVRON SIGN

Need to concentrate on doing one (1) lane at a time. Do not need to do both lanes at the same time. Per ALDOT's permitting, road can be closed from 9:00 a.m. to 4:00 p.m. only.

Unclassified Excavation will be measured by cross sections, undercutting will be measured in place and paid through unclassified item.

Borrow will be measured by truck tickets minus 30% for shrinkage.

c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.
Bidders should familiarize themselves with the contract. Special attention should be made to time charges, extra work, materials, etc.
Change Order request must be made within 10 days of occurrence.
Liquidated Damages is automatically deducted once contract time has expired.

d. State of Alabama classification required shall be stated. (HS) Highways and Streets or (MU) Municipal & Utility.
e. There are ninety (90) calendar days to complete project. (asked during pre-bid meeting is there any concern that contract cannot be completed within contract time specified. No concerns were indicated) Council: 1/10/13; Anticipated NTP: No later than 1/25/13 and completion date: No later than 4/10/13.
f. No construction trailer and as-builts are not required

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

46. SHOP DRAWINGS

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

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

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

15. LIQUIDATED DAMAGES

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

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 3/7/11:

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

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

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

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

All traffic control shall be implemented per MUTCD, Latest Edition.

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

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

Prime contractor must obtain approval of all sub- contractors in writing prior to any work being performed by the sub.

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

E-VERIFY – NOTICE

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During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

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

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

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

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

17. Asked if there are any further questions.

Q: Will the City be taking a look at the quantities for all the storm items because there are more bid items than items that appear on the plans.

A: Item No. 16 - 59" x 36" storm pipe will be deleted; there is a special box that ALDOT is requiring for the conversion from the arch pipe over to the 48" pipe; Robbie will double check the quantity. Item No. 15 – 48" Storm Sewer Pipe will be modified. The 18" storm pipe is out in the road; it is for the left turn lane in the median. Originally we were going to relay that and Robbie feels like it is better to go ahead and tear that out and not try to reuse it. Contractor will lay new 18" pipe there. Robbie added the 5 SY of Concrete for Flumes (Item No. 10). Robbie said he doesn't know if they will be put all the way down to the throats; a field call will be made on that.

Q: Ninety (90) calendar or work days to complete the project?
A: Calendar days. Need contractor wide open because Academy Sports is trying to open sometime in April.

Q: Will utilities be relocated before Contractor starts?
A: That will obviously be an issue. Contractor can get in the left turn lane and work and go ahead and build that; there is some stuff that can be done. Staking needs to be done first so we can see what is out there and see if we're going to have to modify. If we do have to modify and pull back and move the storm out into the curb and put the S-inlets in, that will have to be revised through ALDOT. If it becomes an issue, we will have to stop time. There is work in the left turn lane that can be done.

Q: Will contractor, if there are utility conflicts, be required to come in and work up to the conflict area and hop over it and continue on?
A: No, the conflict is the whole way. It is the full length of the right deceleration lane and a little bit of the acceleration lane. Robbie hopes to have everything resolved while the contractor is building the left turn lane. Look at the conflict first and then we'll go from there.

18. All questions will be answered and all clarifications made by addendum. Last day for questions concerning this project before the bid will be **December 20 , 2012 until 12:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **December 27, 2012 until 5:00 p.m.** **Bids open: January 3, 2013 at 9:00 a.m.** in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.

ATTACHMENT "A1"
U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
Project No. 65-13-TI01

12/21/2012

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	REMOVING PIPE	128	LF		$0.00
2	REMOVING HEADWALLS	5	EA		$0.00
3	REMOVING JUNCTION BOXES	1	EA		$0.00
4	UNCLASSIFIED EXCAVATION & REMOVAL OF UNSUITABLE MATERIALS	6,200	CY		$0.00
5	BORROW FIL, COMPLETE IN PLACE	2,500	CY		$0.00
6	SHOT ROCK	800	TON		$0.00
7	FILTER BLANKET, GEOTEXTILE	1,225	SY		$0.00
8	CRUSHED AGGREGATE, SECTION 801 FOR MISCELLANEOUS USE (ALDOT #2)	600	TON		$0.00
9	CRUSHED AGGREGATE, SECTION 801 FOR MISCELLANEOUS USE (ALDOT #57)	800	TON		$0.00
10	CONCRETE FOR FLUMES	5	SY		$0.00
11	301-A CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	1,230	SY		$0.00
12	424-A SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	84	TON		$0.00
13	424 -B SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	154	TON		$0.00
14	424-B SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	308	TON		$0.00
15	48" STORM SEWER PIPE (CLASS 3 R.C.), COMPLETE IN PLACE	875	LF		$0.00
~~16~~	~~50" SPAN, 36" RISE STORM SEWER PIPE (CLASS 3 R.C.), COMPLETE IN PLACE~~	~~62~~	~~LF~~	~~$0.00~~	$0.00
17	18" Storm Sewer Pipe (Class 3 R.C.), COMPLETE IN PLACE	23	LF		$0.00
18	MOBILIZATION	1	LS		$0.00
19	LOOSE RIPRAP, CLASS 2, COMPLETE IN PLACE	130	TON		$0.00
20	619-A 18" SIDE DRAIN PIPE END TREATMENT, CLASS 1, COMPLETE IN PLACE	1	EA		$0.00
21	619-A 48" SIDE DRAIN PIPE END TREATMENT, CLASS 2, COMPLETE IN PLACE	1	EA		$0.00
22	JUNCTION BOX TYPE CS (SPECIAL TYPE), COMPLETE IN PLACE	1	EA		$0.00
23	620-B JUNCTION BOX TYPE-1, COMPLETE IN PLACE	5	EA		$0.00
24	JUNCTION BOXES TYPE-1 UNIT (RING AND COVER TOP), COMPLETE IN PLACE	2	EA		$0.00
25	621-C INLETS WITH 621-B ANCHORS, COMPLETE IN PLACE	4	EA		$0.00
26	COMBINATION CURB & GUTTER, TYPE C 30"	150	LF		$0.00
27	TOPSOIL (4" MINIMUM)	810	CY		$0.00

ATTACHMENT "A1"
U. S. HIGHWAY 72 IMPROVEMENTS EAST OF NANCE ROAD
Project No. 65-13-TI01

12/21/2012

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
28	SEEDING	2	AC		$0.00
29	MULCHING	2	AC		$0.00
30	TEMPORARY SEEDING	2	AC		$0.00
31	TEMPORARY MULCHING	2	AC		$0.00
32	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1 (CONSTRUCTION ENTRANCE)	80	TON		$0.00
33	INLET PROTECTION, STAGE 3 OR 4	1	EA		$0.00
34	WATTLE	350	LF		$0.00
35	ENGINEERING CONTROLS & CONSTRUCTION STAKING	1	LS		$0.00
36	701-B DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	460	LF		$0.00
37	701-G SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1,135	LF		$0.00
38	701-G SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	430	LF		$0.00
39	701-H SOLID TRAFFIC STRIPE REMOVED (PLASTIC)	905	LF		$0.00
40	703-A TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	364	SF		$0.00
41	703 B TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	90	SF		$0.00
42	705-A PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	15	EA		$0.00
43	710-A CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 16 GAUGE (TYPE III OR IV BACKGROUND)	10	SF		$0.00
44	710-A CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 16 GAUGE (TYPE IX BACKGROUND)	8	SF		$0.00
45	710-B ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	39	LF		$0.00
46	740-B CONSTRUCTION SIGNS	240	SF		$0.00
47	740-D CONES (36 INCH HIGH)	150	EA		$0.00
48	740-M BALLAST FOR CONE	150	EA		$0.00
49	741-C PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	3	EA		$0.00
50	621-S INLETS, TYPE S4	4	EA		$0.00
	TOTAL BASE BID AMOUNT				$0.00

Company _____
Signature _____
Date _____

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

LANCE R. LEFLEUR
DIRECTOR

ADEM

ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

June 28, 2012

JEFF PAPE, SENIOR VP DEVELOPMENT- SHOPPING CENTER DIVISION
9010 OVERLOOK BOULEVARD
BRENTWOOD TN 37027

RE: Academy Sports - Huntsville
Madison County (089)

Dear Mr. Pape:

Based on your request, coverage under **General NPDES Permit Number ALR109695** is granted. The effective date of coverage is June 28, 2012.

Coverage under this permit does not authorize the discharge of any pollutant or wastewater that is not specifically identified in the permit and by the Notice of Intent.

You are responsible for compliance with all provisions of the permit including, but not limited to, the performance of required inspections and/or monitoring, and the preparation and implementation of a Construction Best Management Practices Plan (CBMPP) required by the permit.

The Alabama Department of Environmental Management encourages you to exercise pollution prevention practices and alternatives at your facility. Pollution prevention will assist you in complying with permit requirements.

A copy of the General NPDES Permit under which coverage of your discharges has been granted is enclosed. If you have any questions concerning this permit, please contact Katie Smith by email at krsmith@adem.state.al.us or by phone at (334) 271-7850.

Sincerely,

Glenda L. Dean

Glenda L. Dean, Chief
Water Division

GLD/krs

Enclosure: Permit

File: NOI/

ADEM
Alabama Department of Environmental Management

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT GENERAL PERMIT

DISCHARGE AUTHORIZED: DISCHARGES FROM CONSTRUCTION ACTIVITIES THAT RESULT IN A TOTAL LAND DISTURBANCE OF ONE ACRE OR GREATER AND SITES LESS THAN ONE ACRE BUT ARE PART OF A COMMON PLAN OF DEVELOPMENT OR SALE

AREA OF COVERAGE: THE STATE OF ALABAMA

PERMIT NUMBER: ALR109695

RECEIVING WATERS: ALL WATERS OF THE STATE OF ALABAMA

In accordance with and subject to the provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251-1378 (the "FWPCA"), the Alabama Water Pollution Control Act, as amended, Code of Alabama 1975, §§ 22-22-1 to 22-22-14 (the "AWPCA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the Permittee is hereby authorized to discharge into the above-named receiving waters.

ISSUANCE DATE: April 1, 2011

EFFECTIVE DATE: April 1, 2011

EXPIRATION DATE: March 31, 2016

Glenda L. Dean

Alabama Department of Environmental Management

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PART I Coverage Under This General Permit

A. Permit Coverage

This permit authorizes, subject to the conditions of this permit, discharges associated with construction activity that will result in land disturbance equal to or greater than one (1) acre or from construction activities involving less than one (1) acre and which are part of a common plan of development or sale equal to or greater than one (1) acre occurring on or before, and continuing after the effective date of this permit, except for discharges identified under Part I.C. of the permit. Coverage under this permit is not required for discharges associated with minor land disturbing activities (such as home gardens or individual home landscaping, repairs, maintenance work, fences and other related activities which result in minor soil erosion), animal feeding operation (AFO) or concentrated animal feeding operation (CAFO) construction activity that has been granted NPDES registration coverage pursuant to Chapter 335-6-7, normal agricultural practices and silvicultural operations.

B. Eligibility

1. Allowable Stormwater Discharges

   This permit authorizes the following stormwater discharges:

   (a) Stormwater associated with construction activities defined in Part I.A. of this permit;
   (b) Stormwater discharges determined by the Director to require coverage under this permit;
   (c) Discharges from support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided:
      (i) The support activity is directly related to the construction site covered under this permit;
      (ii) The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the construction activity at the last construction project it supports; and
      (iii) Pollutant discharges from support activity areas are minimized to the maximum extent practicable and do not pose a reasonable potential to exceed applicable water quality standards.

2. Allowable Non-Stormwater Discharges

   This permit authorizes the following non- stormwater discharges provided the non-stormwater component of the discharge is in compliance with Part III.C.:

   (a) Discharges from fire-fighting activities;
   (b) Fire hydrant flushings;
   (c) Waters used to wash vehicles where detergents are not used;
   (d) Water used to control dust;
   (e) Potable water including uncontaminated water line flushings not associated with hydrostatic testing;
   (f) Routine external building wash down associated with construction that does not use detergents;
   (g) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
   (h) Uncontaminated air conditioning or compressor condensate associated with temporary office trailers and other similar buildings;
   (i) Uncontaminated ground water or spring water;
   (j) Foundation or footing drains where flows are not contaminated with process materials such as solvents;
   (k) Landscape irrigation.

C. Prohibited Discharges

The following discharges associated with construction are not authorized by this permit:

1. Stormwater discharges that are mixed with sources of non-stormwater unless such stormwater discharges are:
   (a) In compliance with a separate NPDES permit, or
   (b) Determined by the Department not to be a contributor of pollutants to waters of the State.
2. Stormwater discharges currently covered under another NPDES permit;
3. Wastewater from washout of concrete, unless managed by an appropriate control;
4. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
6. Soaps or solvents used in vehicle and equipment washing;
7. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed by appropriate controls;
8. Discharges to surface waters from sediment basins or impoundments, unless an outlet structure that withdraws water from the surface, unless infeasible, is utilized;
9. Discharges where the turbidity of such discharge will cause or contribute to a substantial visible contrast with the natural appearance of the receiving water;
10. Discharges where the turbidity of such discharge will cause or contribute an increase in the turbidity of the receiving water by more than 50 NTUs above background. For the purposes of determining compliance with this limitation, background will be interpreted as the natural condition of the receiving water without the influence of man-made or man-induced causes. Turbidity levels caused by natural runoff will be included in establishing background levels.
11. Discharges of any pollutant into any water for which a total maximum daily load (TMDL) has been finalized or approved by EPA unless the discharge is consistent with the TMDL; and
12. Discharges to waters listed on the most recently approved 303(d) list of impaired streams unless the discharge will not cause or contribute to the listed impairment.

PART II Notice of Intent (NOI) Requirements

A. Deadlines for Notices of Intent

Any person wishing to obtain coverage under this general permit shall submit an NOI in accordance with the following schedule:

1. Owners or operators of new construction sites or sites for which a complete and correct NOR has not been submitted to the Department in accordance with ADEM Admin Code r. 335-6-12-.10 prior to the effective date of this general permit must submit a NOI prior to the initiation of construction activity.
2. Owners or operators of construction sites that have an expired registration for which a complete and correct NOR has not been submitted to the Department in accordance with ADEM Admin Code r. 335-6-12-.10 prior to the effective date of this general permit must submit a NOI prior to the continuation of construction.
3. Owners or operators of construction sites that have submitted a complete and correct NOR to the Department in accordance with ADEM Admin Code r. 335-6-12-.10 prior to the effective date of this general permit must submit a NOI at least thirty (30) days prior to the expiration of the NOR.

B. Continuation of the Expired General Permit

If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the ADEM Administrative Code Chapter 335-6-6 and remain in force and effect if the Permittee submits an updated NOI meeting the requirements of Part II.C. before the expiration of this permit. Any Permittee who was granted permit coverage prior to the expiration date will automatically remain covered by the continued permit until the earlier of:

1. Reissuance or replacement of this permit, at which time the Permittee must comply with the Notice of Intent conditions of the new permit to maintain authorization to discharge; or
2. Issuance of an individual permit; or
3. A formal permit decision by the Department not to reissue this general permit, at which time the Permittee must seek coverage under an alternative general permit or an individual permit.

C. Contents of the Notice of Intent (NOI)

1. The NOI shall include:
   - (a) A general description of the construction activity for which coverage is desired, which shall be in sufficient detail to allow the Department to determine that the stormwater and non-stormwater discharges are included in the category of this general permit.
   - (b) The latitude and longitude to the nearest second of the entrance to the construction site and each point of discharge for which coverage under this general permit is desired. For the purposes of this requirement the entrance to the construction site will be identified as the primary point of access by normal vehicle traffic.
   - (c) Identification of the waterbodies receiving discharges for which coverage under this general permit is desired.
   - (d) The correct fee pursuant to ADEM Admin. Code R. 335-1.
   - (e) A portion or copy of a U.S. Geological Survey map showing the site location.
   - (f) A contact person, address and phone number for the site to be covered under the general permit.
   - (g) For priority construction sites, the NOI must be accompanied by a copy of the CBMPP prepared and certified as required by Part III.D.

2. The NOI shall be signed by a person meeting the requirements for signatories under ADEM Admin. Code r. 335-6-6-.09 and the person signing the NOI shall make the certification required for submission of documents under ADEM Admin Code r. 335-6-6-.09.
3. The NOI shall be signed by a QCP and shall have the following certification statement: *"I certify under penalty of law that a comprehensive Construction Best Management Practices Plan (CBMPP) for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff has been prepared under my supervision for this site/activity, and associated regulated areas/activities. The CBMPP meets the requirements of this permit and if properly implemented and maintained by the operator, discharges of pollutants in stormwater runoff can reasonably be expected to be effectively minimized to the maximum extent practicable according to the requirements of ADEM Administrative Code Chapter 335-6-6-.23 and this Permit. The CBMPP describes the erosion and sediment control measures that must be fully implemented and regularly maintained as needed at the permitted site in accordance with sound sediment and erosion control practices to ensure the protection of water quality."*

D. Submittal of Documents

The NOI and all other documents required to be submitted to the Department by this general permit shall be delivered to the following address:

Alabama Department of Environmental Management
Water Division
Post Office Box 301463 (Zip Code: 36130-1463)
1400 Coliseum Boulevard (Zip Code: 36110-2059)
Montgomery, Alabama

E. Additional Permittees Under a Single NOI

Multiple operators conducting regulated land disturbances in a common plan of development may jointly submit an NOI. An NOI covering multiple operators must include a site plan clearly describing each operator's areas of operational control.

F. Authorization to Discharge

1. Except as otherwise limited by Part II.F.2 or II.F.3., the operator is authorized to discharge in accordance with the requirements of this permit upon the Department's receipt of a complete and timely NOI which meets the requirements of this permit and ADEM Admin. Code r. 335-6-6-.23.
2. Coverage under this permit is conditionally granted, and the requirement to submit an NOI is suspended for governmental agencies and utilities for construction activity associated with immediate and effective emergency repairs and response to natural disasters, human health or environmental emergencies, or to avert/avoid imminent, probable, or irreparable harm to the environment or severe property damage. The operator or controlling/participating federal, State, or local government agencies/entities conducting emergency construction activity shall document the emergency condition, ensure compliance with the requirements of this permit to the extent possible, and shall notify the Department as promptly as possible regarding the occurrence of the emergency construction disturbance and measures that have been implemented and are being implemented to protect water quality. Unless the requirement to obtain a permit pursuant to the requirements of this permit are suspended or voided by the Director on a categorical or individual emergency basis, the operator shall submit the appropriate project information, NOI, and the required application fee for construction or

reconstruction activity after emergency repairs have been accomplished, according to a schedule acceptable to the Department.

3. For priority construction sites, the operator is authorized to discharge thirty (30) days from the Department's receipt of a complete and technically adequate NOI and CBMPP meeting the requirements of Parts II.C. and III.D, unless, within thirty (30) days from the Department's receipt of the NOI, the Department notifies the operator that additional time is needed to review the NOI and CBMPP. Where the operator receives such notification from the Department, that operator may not discharge until the Department formally acknowledges receipt of a complete and technically adequate NOI and CBMPP.

PART III Stormwater Pollution Prevention Requirements

The stormwater control requirements in this Part are the technology-based, non-numeric effluent limitations and conditions that apply to all discharges from construction projects eligible for coverage under this permit. These requirements apply the national effluent limitations guidelines and new source performance standards found at 40 CFR Part 450.

Where the requirements in this Part are stricter than any corresponding Federal, State, or local requirements, the requirements in this permit take precedence.

A. Erosion Controls and Sediment Controls

The Permittee shall design, install, and maintain effective erosion controls and sediment controls, appropriate for site conditions to, at a minimum:

1. Control stormwater volume and velocity within the site to minimize soil erosion;
2. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
3. Minimize the amount of soil exposed during construction activity through the use of project phasing or other appropriate techniques;
4. Minimize the disturbance of steep slopes, unless infeasible;
5. Minimize sediment discharges from the site;
6. Minimize the generation of dust;
7. Minimize all stream crossings;
8. Stabilize all construction entrances and exits; and minimize off-site tracking of sediment from vehicles;
9. Where applicable, install storm drain inlet protection measures to further prevent sediment discharges;
10. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;
11. Minimize soil compaction and, unless infeasible, preserve topsoil; and
12. Implement measures or requirements to achieve the pollutant reductions consistent with a TMDL finalized or approved by EPA. Applicable TMDLs are located and/or can be accessed at http://adem.alabama.gov/programs/water/approvedTMDLs.htm
13. <u>Additional Design Requirements</u>
    (a) Sediment control measures, erosion control measures, and other site management practices must be properly selected based on site-specific conditions, must meet or exceed the technical standards outlined in the Alabama Handbook and the site-specific CBMPP prepared in accordance with Part III.D.
    (b) Unless specified otherwise by the Alabama Handbook, sediment control measures, erosion control measures, and other site management practices shall be designed and maintained to minimize erosion and maximize sediment removal resulting from a 2-year, 24-hour storm event.
    (c) The Permittee is encouraged to design the site, the erosion prevention measures, sediment controls measures, and other site management practices with consideration of minimizing stormwater runoff, both during and following construction, including facilitating the use of low-impact development (LID) and green technologies.

B. Soil Stabilization

Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Temporary stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) calendar days.

C. Pollution Prevention Measures

The Permittee must design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:

1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, concrete washout, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
2. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater; and
3. Minimize the discharge of pollutants from any spills and leaks from, including but not limited to vehicles; mechanical equipment; chemical storage; and refueling activities.

D. Construction Best Management Practices Plan (CBMPP)

1. Except as provided by Part II.F.2, construction activity may not commence until a CBMPP has been prepared in a format acceptable to the Department and certified by a QCP as adequate to meet the requirements of this permit.
2. The Permittee shall properly implement and regularly maintain the controls, practices, devices, and measures specified in the CBMPP.
3. The CBMPP shall include:
   (a) A general description of the construction site activity, including:
      (i) The function of the construction site activity (e.g. residential subdivision, shopping mall, highway, etc.); and
      (ii) Identification of all known operators of the construction site, and the areas of the site over which each operator has control;
   (b) A description of the intended sequence of major activities which disturb soils, including but not limited to, grubbing, excavation, and/or grading;
   (c) Estimates of the total area expected to be disturbed by grubbing, excavation, and/or grading, including offsite borrow and fill areas;
   (d) A detailed description of the erosion controls, sediment controls, and management practices to be implemented at the site during each sequence of activity in accordance with Part III.A;
   (e) A detailed description of controls needed to meet State water quality standards, waste load allocations or other measures necessary for consistency with applicable TMDLs finalized or approved by EPA;

(f) A detailed description of enhanced or special controls needed to prevent or eliminate discharges of sediment and other pollutants of concern from priority construction sites, to the maximum extent practicable;

(g) A description of temporary and permanent stabilization practices, including a schedule and/or sequence for implementation;

(h) A description of energy or flow velocity dissipation devices at discharge locations and along the length of any outfall channel;

(i) Identification of all allowable sources of non-stormwater discharges listed in Part I.B.2, except for flows from fire fighting activities that are or may be combined with stormwater discharges associated with construction activity at the site;

(j) A description of the pollution prevention measures used to manage non-stormwater discharges;

(k) A description of the best management practices to be installed during site construction and operated and maintained following final stabilization at sites where the post-construction volumes or velocities of stormwater runoff are significantly different from conditions existing prior to the construction activity;

(l) A site topographic map (e.g.USGS quadrangle map), clearly showing:

(i) Sufficient detail to identify the location of the construction site;

(ii) For non-linear projects, pre-construction contours at a sufficient interval to adequately determine pre-construction stormwater runoff patterns throughout the site. These pre-construction contours must be certified by a professional engineer or land surveyor presently licensed by the Board of Registration for Professional Engineers and Land Surveyors;

(iii) The external and internal (if subdivided) property boundaries of the project;

(iv) Areas to be disturbed by excavation, grading, or other activities;

(v) Identification of sediment control measures, erosion control measures, planned stabilization measures, and other site management practices;

(vi) Locations of all waters of the state within a 1 mile radius of the site

(vii) Locations of wetlands and riparian zones;

(viii) Locations of all points of discharge to waters of the State; and

(ix) Locations of all points of discharge to waters of the State; and

(x) Locations of all stormwater monitoring points.

(m) A description of procedures for:

(i) Sweeping or removal of sediment and other debris that has been tracked from the site or deposited from the site onto streets and other paved surfaces;

(ii) Removal of sediment or other pollutants that have accumulated in or near any sediment control measures, stormwater conveyance channels, storm drain inlets, or water course conveyance within or immediately outside of the construction site; and

(iii) Removal of accumulated sediment that has been trapped by sediment control measures at the site, in accordance with applicable maintenance requirements covered under this permit.

(n) A description of the procedures for handling and disposing of wastes generated at the site, including, but not limited to, clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste.

4. Maintain an Updated CBMPP

   (a) The CBMPP shall be updated as necessary to address changes in the construction activity, site weather patterns, new TMDLs finalized or approved by EPA, new 303(d) listings approved by EPA, or manufacturer specifications for specific control technologies.

   (b) The CBMPP shall be amended if inspections or investigations by site staff or by local, state, or federal officials determine that the existing sediment control measures, erosion control measures, or other site management practices are ineffective or do not meet the requirements of this permit. All necessary modifications to the CBMPP shall be made within seven (7) calendar days following notification of the inspection unless granted an extension of time by the Department.

   (c) If existing sediment control measures, erosion control measures, or other site management practices prove ineffective in protecting water quality or need to be modified; or if additional sediment control measures, erosion control measures, or other site management practices are necessary to meet the requirements of Part III.A. B. C. and E., implementation shall be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, then new land disturbance activities must cease until the modified or additional controls can be implemented.

   (d) A copy of the CBMPP shall be maintained at the site during normal operating hours as defined by Part IV. T. of this permit when regulated land disturbing activities are occurring.

E. Spill Prevention, Control, and Management

The Permittee shall prepare, implement, and maintain a Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with 40 CFR Part 112 and ADEM Admin Code r.335-6-6-.12(r) for all applicable onsite petroleum storage tanks. The Permittee shall also prepare, implement, and maintain a SPCC Plan in accordance with ADEM Admin Code r.335-6-6-.12(r) for any stored pollutant(s) that may, if spilled, be reasonably expected to enter a water of the state or the collection system for a publicly or privately owned treatment works. The SPCC Plan(s) shall be maintained as a separate document or as part of the CBMPP Plan required in Part III.D. above. The Permittee shall implement appropriate structural and/or non-structural spill prevention, control, and/or management sufficient to prevent any spills of pollutants from entering a water of the state or a publicly or privately owned treatment works. The plan(s) must be consistent with the requirements of 40 CFR Part 112 and/or ADEM Admin Code r.335-6-6-.12(r). Any containment system used to implement this requirement shall be constructed of materials compatible with the substance(s) contained and of materials which shall prevent the contamination of groundwater and shall be capable of retaining 110 percent of the volume of the largest container of pollutants for which the containment system is provided. The Permittee shall maintain onsite or have readily available sufficient oil & grease absorbing material and aflotation booms to contain and clean-up fuel or chemical spills and leaks. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up, remediated, or be removed and disposed of in a Department approved manner.

F. Training

Unless the Permittee has employed or contracted with a QCP that performs duties as required by this permit, and the QCP is readily available and able to be present onsite as often as is necessary to ensure full compliance with the requirements of this permit, the Permittee shall ensure that:

1. At least one onsite employee shall be certified as a Qualified Credentialed Inspector (QCI) by completing an initial training and annual refreshers through an ADEM-approved Qualified Credentialed Inspector Program (QCIP) conducted by a cooperating training entity.
2. The QCIP must be approved by the Department prior to use and provide training in the following areas:
   (a) The applicable requirements of the Alabama NPDES rules;
   (b) The requirements of this permit;
   (c) The evaluation of construction sites to ensure that QCP designed and certified erosion controls and sediment controls detailed in a CBMPP are effectively implemented and maintained;
   (d) The evaluation of conveyance structures, receiving waters and adjacent impacted offsite areas to ensure the protection of water quality and compliance with the requirements of this permit; and
   (e) The general operation of a turbidity meter or similar device intended for the measurement of turbidity.
3. Each individual holding a QCI Certification need not be on-site continuously and they may conduct site inspections at multiple sites permitted by them or their employer.
4. Each individual holding QCI certification shall obtain annual certification of satisfactory completion of formal refresher education or training regarding general erosion controls and sediment controls, the requirements of this permit, and the general operation of a turbidity meter or similar device intended for the measurement of turbidity. The refresher training requirements, including but not limited to, appropriate curricula, course content, course length, and any participant testing, shall be subject to acceptance by the Director prior to use.

G. Inspection Requirements

1. Daily Observations
   (a) Each day there is activity at the site, the Permittee shall visually observe that portion of the construction project where active disturbance, work, or construction occurred to note any rainfall measurements occurring since the previous observation, and any apparent BMP deficiencies in the area of active disturbance.
   (b) Such daily observations may be performed by appropriate site personnel.
   (c) The Permittee shall maintain a log of all daily observations and record in such log any rainfall measurements and BMP deficiencies observed.
2. Site Inspections
   (a) A site inspection shall consist of a complete and comprehensive observation of the entire construction site including all areas of land disturbance, areas used for storage of materials that are exposed to precipitation, affected ditches and other stormwater conveyances, as well as all outfalls, receiving waters and stream banks to determine if, and ensure that:
      (i) Effective erosion controls and sediment controls have been fully implemented and maintained in accordance with this permit, the site CBMPP, and the Alabama Handbook;
      (ii) Pollutant discharges have been prevented/minimized to the maximum extent practicable, and

(iii) Discharges do not result in a contravention of applicable State water quality standards for the receiving stream(s) or other waters impacted or affected by the Permittee.

(b) Site inspections shall be performed by a QCI, QCP, a qualified person under the direct supervision of a QCP.

(c) For non-linear projects, a site inspection shall be performed once each month and after any qualifying precipitation event, commencing as promptly as possible, but no later than 24-hours after resuming or continuing active construction or disturbance, and completed no later than 72-hours following the qualifying precipitation event;

(d) For linear projects where active construction or areas where perennial vegetation has not been fully established, meeting the definition of final stabilization, a site inspection shall be performed after any qualifying precipitation event since the last inspection, beginning as promptly as possible, but no later than 24-hours after resuming or continuing active construction or disturbance and completed no later than five (5) days after the qualifying precipitation event;

(e) A site inspection shall also be performed as often as is necessary until any poorly functioning erosion controls or sediment controls, non-compliant discharges, or any other deficiencies observed during a prior inspection are corrected and documented as being in compliance with the requirements of this permit.

(f) On all active disturbance, dredging, excavation, or construction undertaken or located within the banks of a waterbody, including but not limited to, equipment/vehicle crossings, pipelines, or other transmission line installation, conveyor structure installation, and waterbody relocation, streambank stabilization, or other alterations, a site inspection shall be performed at least once a week and as often as is necessary until the disturbance/activity impacting the waterbody is complete and reclamation or effective stormwater quality remediation is achieved.

(g) The inspection shall be recorded in a written format acceptable to the Department. The inspection record shall include:

(i) The site name and location, discharge point number, date, time and exact place of any sampling performed;

(ii) The name(s) of person(s) who performed the inspection and/or obtained any samples or measurements taken;

(iii) The dates and times of the inspection and any samples or measurements taken;

(iv) A description of any sampling and analytical techniques or methods used, including source of method and method number;

(v) The results of any analyses performed;

(vi) Weather conditions at the time of the inspection;

(vii) Description of any discharges of sediment or other pollutants from the site;

(viii) Locations of discharges of sediment or other pollutants from the site;

(ix) Locations of BMPs that need to be maintained;

(x) Locations of BMPs that failed to operate as designed;

(xi) Locations where BMPs required by the CBMPP are not installed or installed in a manner inconsistent with the CBMPP; and

(xii) Locations where additional BMPs are needed that did not exist at the time of the inspection. This requirement is applicable only to site inspections performed by a QCP or qualified persons under the direct supervision of a QCP.

3. CBMPP Evaluations

   (a) The QCP shall perform an onsite evaluation of all erosion and sediment controls being implemented for adequacy and consistency with site conditions.

   (b) The CBMPP evaluation shall be performed as often as necessary until poorly functioning or damaged erosion controls or sediment controls are corrected, and, at a minimum, once every six months.

   (c) If, based on the CBMPP evaluation, the QCP identifies any needed modifications or additions to erosion and sediment controls, the CBMPP shall be updated in accordance with Part III.D.4.

   (d) The Permittee shall maintain appropriate documentation of the CBMPP evaluation.

H. Corrective Action

1. Any poorly functioning erosion controls or sediment controls, non-compliant discharges, or any other deficiencies observed during the inspections required under Part III.G.2 shall be corrected as soon as possible, but not to exceed five (5) days of the inspection unless prevented by unsafe weather conditions.
2. In the event of a breach of a sediment basin/pond temporary containment measures shall be taken within 24 hours after the inspection. Permanent corrective measures shall be implemented within five (5) days of the inspection; however, if permanent corrective measures cannot be implemented within the timeframes provided herein the Permittee shall contact the Department; and
3. The operator shall promptly take all reasonable steps to remove, to the maximum extent practical, pollutants deposited offsite or in any waterbody or stormwater conveyance structure.

I. Suspension of Monitoring

Suspension of applicable monitoring and inspection requirements for phased projects or developments may be granted provided:

1. The Department is notified in writing at least thirty days prior to the requested suspension;
2. The Permittee and the QCP certify in the request that all disturbance has been graded, stabilized, and/or fully vegetated or otherwise permanently covered, and that appropriate, effective steps have been and will be taken by the Permittee to ensure compliance with the requirements of this permit and commit that these measures will remain continually effective until the permit is properly terminated.
3. The Permittee notifies the Department prior to resumption of disturbance or commencement of the next phase of development and the Permittee complies with the requirements of this Permit prior to commencement of additional disturbance.

J. Precipitation Measurement

The Permittee shall measure and record all precipitation occurring at the construction site. Precipitation measurements shall be taken using continuous recorders or daily readings of an onsite rain gauge or other measurement device acceptable to the Department. Precipitation measurements must be representative of the Permittee's site.

PART IV Standard and General Permit Conditions

A. Duty to Comply

1. The Permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the AWPCA and the FWPCA and is grounds for enforcement action, or for termination or denial of coverage under this permit.
2. Any person who violates a permit condition is subject to a civil penalty as authorized by Code of Alabama (1975) §22-22A-5(18) (1987 Cum. Supp.) and/or a criminal penalty as authorized by the AWPCA.

B. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce construction activities in order to maintain compliance with the conditions of the permit.

C. Duty to Mitigate

The Permittee shall take all reasonable steps to mitigate or prevent any violation of the permit or to minimize or prevent any adverse impact of any permit violation.

D. Proper Operation and Maintenance

The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. Operation of backup or auxiliary facilities is required only when necessary to achieve compliance with the conditions of this permit.

E. Permit Actions

This permit may be modified, revoked and reissued, suspended, or terminated for cause. The filing of a request by the Permittee for a permit modification, revocation and re-issuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

F. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

G. Duty to Provide Information

1. The Permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and re-issuing, suspending, or terminating this permit or to determine compliance with this Permit. The Permittee shall also furnish to the Director upon request, copies of records required to be kept by this Permit.
2. The Permittee shall inform the Director in writing of any change in the Permittee's mailing address or telephone number or in the Permittee's designation of a facility contact or officer

having the authority and responsibility to prevent and abate violations of the AWPCA, the Department's rules and the terms and conditions of this permit no later than ten (10) days after such change. Upon request of the Director, the Permittee shall furnish an update of any information provided in the NOI.

3. If the Permittee becomes aware that it failed to submit any relevant facts in the NOI; or submitted incorrect information in the NOI; or in any report to the Director, it shall promptly submit such facts or information with a written explanation for the mistake and/or omission.

H. Inspection and Entry

The Permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to:

1. Enter upon the Permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this Permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the AWPCA, any activities, substances or parameters at any location.

I. Noncompliance Notification

1. If for any reason, the Permittee's discharge does not comply with any limitation or condition of this permit, the Permittee shall verbally notify the Director within 24 hours of the noncompliant eventfollowed by a written report within five (5) days of the non-compliant event.
2. A written noncompliance notification shall be in a format acceptable to the Department and shall include:
   (a) A description of the noncompliant event, its cause, if known, and location;
   (b) The expected period of noncompliance, including dates and times.
   (c) A description of any corrective measures taken or to be taken to correct the noncompliance and mitigate any associated effects to the environment.

J. Retention of Records

1. The Permittee shall retain records of all inspection records, monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete such reports, for a period of at least three (3) years from the date of the inspection, sample measurement, or report. This period may be extended by request of the Director at any time. If litigation or other enforcement action, under the AWPCA and/or the FWPCA, is ongoing which involves any of these records, the records shall be kept until the litigation is resolved.
2. All records required to be kept for a period of three (3) years shall be kept at the permitted facility or an alternate location identified to the Department in writing and shall be available for inspection.

K. Signatory Requirements

The NOI and all reports or information submitted to the Director shall be signed and certified according to the requirement of ADEM Admin Code r. 335-6-6-.09. Where required by this Permit, documents will also be signed by a QCP or QCI.

L. Transfers

This permit is not transferable to any person except after written notice to the Department. The Department may require the submittal of an updated NOI to change the name of the Permittee and any other information affected by the proposed transfer.

M. Bypass

Any bypass of erosion controls, sediment controls, or any other stormwater management/treatment controls specified in the CBMPP is prohibited except as provided by ADEM Admin Code r. 335-6-6-.12(m).

N. Upset

Any upset claimed by the Permittee is subject to the requirements of ADEM Admin Code r. 335-6-6-.12(n).

O. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

P. Modification, Revocation and Reissuance, and Termination

The Director may modify, revoke and reissue, or terminate this permit in accordance with ADEM Admin. Code r. 335-6-6-.23(7).

Q. Issuance of an Individual Permit

The Director may require the Permittee to obtain an individual permit for discharges covered by this permit in accordance with ADEM Admin. Code r. 335-6-6-.23(9).

R. Termination of Coverage

1. The Director may suspend or terminate coverage under this permit for cause without the consent of the Permittee. Cause shall include, but not be limited to noncompliance with this permit or the applicable requirements of Department rules, or a finding that this permit does not control the stormwater discharge sufficiently to protect water quality.

2. Notice of Termination

   The Permittee must submit a Notice of Termination (NOT) in a format acceptable to the Department within thirty (30) days of one of the following conditions:

   (a) Final stabilization has been achieved on all portions of the site;

(b) Another operator has assumed control over all areas of the site that have not achieved final stabilization and the new operator has submitted an NOI for coverage under this permit; or

(c) Coverage under an individual permit or alternative general permit has been obtained.

3. Content of the Notice of Termination

The NOT shall include:

(a) The Permittee name, permit number, and location of the site; and

(b) Certification by the Permittee and the QCP that all construction activity covered by this permit has been completed and final stabilization has been achieved; or

(c) Identification, including complete contact information, of the person that has assumed legal or operational control over the construction site.

S. Facility Identification

The Permittee shall post and maintain sign(s) at the front gate/entrance, and if utility installation, where project crosses paved county, State, or federal highways/roads, and/or at other easily accessible location(s) to adequately identify the site prior to commencement of and during NPDES construction until permit coverage is properly terminated. Such sign shall display the name of the Permittee, "ADEM NPDES ALR10" followed by the five digit NPDES permit number, facility or project name, and other descriptive information deemed appropriate by the Permittee.

T. Definitions

1. ***2-year, 24-hour storm event*** means the maximum 24-hour precipitation event with a probable recurrence interval of once in two years as defined by the National Weather Service and Technical Paper No. 40, "Rainfall Frequency Atlas of the U.S.," May 1961, or equivalent regional or rainfall probability information developed there from.
2. ***Alabama Handbook*** means the March, 2009 edition of Alabama Handbook For Erosion Control, Sediment Control, And Stormwater Management On Constructions Sites And Urban Areas, Alabama Soil and Water Conservation Committee (ASWCC).
3. ***ADEM*** means the Alabama Department of Environmental Management.
4. ***AWPCA*** means the Alabama Water Pollution Control Act.
5. ***Best Management Practices or BMPs*** mean implementation and continued maintenance of appropriate structural and non-structural practices and management strategies to prevent and minimize the introduction of pollutants to stormwater and to treat stormwater to remove pollutants prior to discharge.
6. ***Common Plan of Development or Sale*** means any announcement or piece of documentation (e.g., sign, public notice, or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (e.g., boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.
7. ***Construction*** means any land disturbance or discharges of pollutants associated with, or the result of building, excavation, land clearing, grubbing, placement of fill, grading, blasting, reclamation, areas in which construction materials are stored in association with a land disturbance or handled above ground, and other associated areas including, but not limited to, construction site vehicle parking, equipment or supply storage areas, material stockpiles, temporary office areas, and access roads. Construction also means significant pre-construction land disturbance activities performed in support or in advance of construction activity including, but not limited to, land clearing, dewatering and geological testing.
8. ***Construction Activity*** means the disturbance of soils associated with clearing, grading, excavating, filling of land, or other similar activities which may result in soil erosion.

Construction activity does not include agricultural and silvicultural practices, but does include agricultural buildings.

9. ***Construction Site*** means any site regardless of size where construction or construction associated activity has commenced, or is continuing, and associated areas, including sites where active work is suspended or has ceased, until the activity is completed and effective reclamation and/or stormwater quality remediation has been achieved.
10. ***Construction Waste*** means construction and land disturbance generated materials, including but not limited to, waste chemicals, sediment, trash, debris, litter, garbage, construction demolition debris, land clearing and logging slash or other materials or pollutants located or buried at the site prior to disturbance activity or that is generated at a construction site.
11. ***Control Measure*** refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the State.
12. ***CWA or The Act*** means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq.
13. ***Department*** means the Alabama Department of Environmental Management or an authorized representative.
14. ***Director*** means the Director of the Department or his designee.
15. ***Discharge***, when used without a qualifier, refers to "discharge of a pollutant" as defined in ADEM Administrative Code r. 335-6-6-.02(m).
16. ***EPA*** refers to the U.S. Environmental Protection Agency.
17. ***Final Stabilization*** means the application and establishment of the permanent ground cover (vegetative, pavements of erosion resistant hard or soft material or impervious structures) planned for the site to permanently eliminate soil erosion to the maximum extent practicable. Established vegetation will be considered final if 100% of the soil surface is uniformly covered in permanent vegetation with a density of 85% or greater. Permanent vegetation shall consist of; planted trees, shrubs, perennial vines; an agricultural or a perennial crop of vegetation appropriate for the region. Final stabilization applies to each phase of construction.
18. ***FWPCA*** means the Federal Water Pollution Control Act
19. ***Green Infrastructure*** refers to systems and practices that use or mimic natural processes to infiltrate, evapotranspirate (the return of water to the atmosphere either through evaporation or by plants), or reuse storm water or runoff on the site where it is generated.
20. ***Linear Project*** means land disturbing activities conducted by an underground /overhead utility or highway department, including, but not limited to any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for utility communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas, and borrow/spoil sites associated with the linear project.
21. ***Low Impact Development or LID*** is an approach to the maintenance of predevelopment hydrology in land development (or re-development) that works with nature to manage storm water as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat storm water as a resource rather than a waste product.
22. ***Maximum extent practicable (MEP)*** means full implementation and regular maintenance of available industry standard technology and effective management practices, such as those contained in the Alabama Handbook and site-specific CBMPP, designed to prevent and/or minimize discharges of pollutants and ensure protection of groundwater and surface water quality.

23. ***Minor Land Disturbing Activities*** means activities which will result in minor soil erosion such as home gardens or individual home landscaping, repairs, maintenance work, fences, routine maintenance and other related activities.
24. ***Mixing Zones*** means that portion of the receiving waters where mixture of effluents and natural waters take place. Mixing zones in streams shall not preclude passage of aquatic life up or down stream, shall not exceed a width of 50 percent of the stream width, shall not exceed a length of 5 times the width of the mixing zone, and shall not exceed an area of 25 percent of the stream cross-sectional area, and a mixing zone shall not encompass drinking water intakes. The total area of all mixing zones in a lake shall not encompass more than ten percent of the surface area of the lake, the radius of any one zone shall not encompass water intakes.
25. ***Nephelometic Turbidity Unit or NTU*** means a numerical unit of measure based upon photometric analytical techniques for measuring the light scattered by fine particles of a substance in suspension.
26. ***Normal Operating Hours*** means from 6:00 a.m. to 6:00 p.m, Monday through Friday, excluding federal holidays established pursuant to 5 U.S.C. § 6103. Normal operating hours also include any time when workers are present or when construction activity is occurring, regardless of the particular day or time of day.
27. ***Operator*** means any person or other entity, that owns, operates, directs, conducts, controls, authorizes, approves, determines, or otherwise has responsibility for, or exerts financial control over the commencement, continuation, or daily operation of activity regulated by this permit. An operator includes any person who treats and discharges stormwater or in the absence of treatment, the person who generates and/or discharges stormwater, or pollutants. An operator may include but may not be limited to, property owners, agents, general partners, LLP partners, LLC members, leaseholders, developers, builders, contractors, or other responsible or controlling entities.
28. ***Plan or Sale*** as included in the phrase "larger common plan of development or sale" is broadly defined to mean any announcement or documentation, sales program, permit application, presentation, zoning request, physical demarcation, surveying marks, etc., associated with or indicating construction activities may occur in an area.
29. ***Pollutant of concern*** refers to sediment, turbidity, and any other pollutant known or reasonably expected to be found in untreated discharges associated with the construction site.
30. ***Post-construction*** refers to any phase of construction where final stabilization has been achieved, and all but minor construction activities have been completed. The term post-construction is not affected by the final operational status of the site or whether the site has been placed into operation according to its final intended use.
31. ***Priority construction site*** means any site that discharges to a waterbody which is listed on the most recently EPA approved 303(d) list of impaired waters for turbidity, siltation, or sedimentation, any waterbody for which a TMDL has been finalized or approved by EPA for turbidity, siltation, or sedimentation, any waterbody assigned the Outstanding Alabama Water use classification in accordance with ADEM Admin. Code r. 335-6-10-.09, and any waterbody assigned a special designation in accordance with ADEM Admin. Code r. 335-6-10-.10.
32. ***Qualified Credentialed Professional or QCP*** means a professional engineer (PE), or a Certified Professional in Erosion and Sediment Control (CPESC) as determined by CPESC, Inc. Other registered or certified professionals such as a registered landscape architect, registered land surveyor, registered geologist, registered forester, Registered Environmental Manager as determined by the National Registry of Environmental Professionals (NREP), or Certified Professional and Soil Scientist (CPSS) as determined by ARCPACS, and other Department accepted professional designations, certifications, and/or accredited university programs that can document requirements regarding proven training, relevant experience, and continuing education, that enable recognized individuals to prepare CBMPPs, to make sound professional judgments regarding Alabama NPDES rules, the requirements of this chapter, planning, design, implementation, maintenance, and inspection of construction sites, receiving

waters, BMPs, remediation/cleanup of accumulated offsite pollutants from the regulated site, and reclamation or effective stormwater quality remediation of construction associated land disturbances, that meet or exceed recognized technical standards and guidelines, effective industry standard practices, and the requirements of this chapter. The QCP shall be in good standing with the authority granting the registration or designation.The design and implementation of certain structural BMPs may involve the practice of engineering and require the certification of a professional engineer pursuant to Alabama law.

33. A ***qualified person under the direct supervision of a QCP*** refers to an individual who is an employee of the QCP or the QCP's firm, and is familiar with current industry standards for erosion and sediment controls and able to inspect and assure that BMPs or other pollution control devices (silt fences, erosion control fabric, rock check devices, etc.) and erosion control efforts (grading, mulching, seeding, growth management, etc.) or management strategies have been properly implemented and regularly maintained. Such individual may not certify the CBMPP or modifications to the CBMPP.
34. ***Qualifying precipitation event*** refers to any precipitation of 0.75 inches or greater in any 24-hour period.
35. ***Severe property damage*** means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
36. ***Site*** means the land or water area where any facility or activity for which coverage under this permit is required is physically located or conducted, including adjacent land use in connection with the facility or activity.
37. ***State water quality standards*** refer to numeric and narrative standards set forth at ADEM Admin Code chaps. 335-6-10 and 335-6-11.
38. ***Stormwater*** means runoff, accumulated precipitation, process water, and other wastewater generated directly or indirectly as a result of construction activity, the operation of a construction material management site, including but not limited to, precipitation, upgradient or offsite water that cannot be diverted away from the site, and wash down water associated with normal construction activities. Stormwater does not mean discharges authorized by the Department via other permits or regulations.
39. ***Steep Slope*** means a slope of 15% or greater.
40. ***Temporary Stabilization*** means the application and establishment of temporary ground cover (vegetative, pavements of erosion resistant hard or soft materials or impervious structures) for the purpose of temporarily reducing raindrop impact and sheet erosion in areas where Final Stabilization cannot be established due to project phasing, seasonal limitations or other project related restrictions.
41. ***Total Maximum Daily Load or TMDL*** means the calculated maximum permissible pollutant loading to a waterbody at which water quality standards can be maintained; The sum of wasteload allocations (WLAs) and load allocations (LAs) for any given pollutant.

PART V Turbidity Monitoring

A. Applicability

Beginning six months after the effective date of this permit, the Permittee of a priority construction site disturbing ten (10) acres or more at one time shall conduct turbidity monitoring in accordance with Part V .

B. Sampling and Monitoring Requirements

1. Required samples shall be collected:
   (a) At the nearest accessible location just prior to discharge and after final treatment, or at the point(s) where stormwater runoff leaves the property boundary;
   (b) In the receiving stream at the nearest accessible location upstream of the point of discharge; and
   (c) In the receiving stream at the nearest accessible location immediately downstream of the mixing zone.
2. Samples shall be obtained and analyzed by a Qualified Credentialed Inspector (QCI); a Qualified Credentialed Professional (QCP); or a qualified person under the direct supervision of a QCP.
3. All turbidity measurements shall be recorded in a format acceptable to the Department.
4. Discharge turbidity monitoring shall be performed:
   (a) In conjunction with any comprehensive inspection when discharges are occurring; or
   (b) Following a qualifying precipitation event if discharges occur as a result of the event.
5. Samples and turbidity measurements are not required outside of normal operating hours or during unsafe weather conditions.

C. Representative Monitoring Points

For the purposes of conducting turbidity monitoring required by this permit, the Permittee may designate one or more stormwater monitoring points as representative of all stormwater runoff from the construction site. This designation may only occur after the submittal of a certification by the QCP that the selected discharge point(s) adequately represent the flow and pollutant characteristics of the construction site. The certification must be submitted in writing and approved by the Department prior to the regulated land disturbance exceeding ten (10) acres. Any modifications to stormwater monitoring points that occur as a result of changing site conditions must also be certified by the QCP, submitted in writing and approved by the Department.

D. Test Procedures

Sample collection and preservation shall conform to 40 CFR Part 136 and guidelines published pursuant to Section 304(h) of the FWPCA, 33 U.S.C. Section 1314(h). Samples collected for turbidity may be analyzed using a turbidimeter that is properly calibrated according to the manufacturer's instructions. The Permittee must maintain a calibration log which shall be made available to the Department for review upon inspection or request. In the event that the sample exceeds the upper range of the turbidimeter, the sample must be analyzed in accordance with the requirements of 40 CFR Part 136 and guidelines published pursuant to Section 304(h) of the FWPCA, 33 U.S.C. Section 1314(h).

E. Monitoring Equipment and Instrumentation

All equipment and instrumentation used to determine compliance with the requirements of this permit shall be installed, maintained, and calibrated in accordance with the manufacturer's instructions or, in the absence of manufacturer's instructions, in accordance with accepted practices. If used, flow measurement devices shall be calibrated at least once every twelve (12) months.

F. Reports of Turbidity Monitoring

All monitoring data should be recorded and retained with the inspection reports and be made available to the Department during inspections or submitted to the Department upon request.

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Reed Contracting Services, Inc., in the amount of THREE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY AND .65/100 DOLLARS ($367,720.65), for U. S. Highway 72 Improvements East of Nance Road, Project No. 65-13-TI01, which is being submitted to the City Council of the City of Huntsville for approval on this the 24th day of January, 2013, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

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. 2013-491 on May 16, 2013 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."

Reed Contracting Services, Inc.
(Company)

BY: Chad C. [illegible]
(Authorized Representative)