

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/13/2014

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Miller & Miller, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Miller & Miller, Inc., for Gateway Greenway, Phase II, Base Bid and Option No. 1, Option No. 2, Option No. 3, Option No. 4A and Option No. 5, Project No. 65-13-WP01

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 base bid of the Gateway Greenway project which develops the southern edge of the parking lot to the north of Gateway Greenway park and connects the two (2) areas with a new pedestrian bridge. OPTION 1 - The Gateway Greenway Phase II improvements complete the gateway corridor between the end of the existing 12' wide pathway and the entrance to Gateway Greenway. The improvements consist of a retaining wall on the box culvert and an improved entrance into Gateway Greenway with benches, *

*see next page for remainder of narrative

Associated Cost: \$1,370,101.49

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Conni Adams

Date: 2/16/14

landscaping, and irrigation. Option 2 – Irrigation System complete in place. Option 3 – Landscaping complete in place. Option 4A – Option 4A is the LED lighting option to include boring of sidewalks, coordination with Norfolk Southern, pole footings and separate electrical circuits for outlets. Option 5 – Field Stone boulders to include delivery and installation complete in place in the following amounts: Award Base Bid-\$595,563.39, Option No. 1-\$189,720.10, Option No. 2-\$120,550.00, Option No. 3-\$177,976.00, Option No. 4A-\$200,267.00, and Option No. 5-\$86,025.00, for a total contract amount of \$1,370,101.49. Account No. 23-6500-0811-8415

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **2/13/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5268**

Contract or Agreement: **Construction Contract**

Document Name: **Gateway Greenway Project No. 65-13-WP01**

City Obligation Amount: **\$1,370,101.49**

Total Project Budget: **\$1,370,101.49**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0811-8415**

Procurement Agreements

Title 39

Competitive

Grant-Funded Agreements

**Not
Applicable**

Grant Name:

Department	Signature	Date
1) Originating	<i>Ronnie Adams</i>	2/11/14
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

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, Miller & Miller, Inc., in the amount of ONE MILLION THREE HUNDRED SEVENTY THOUSAND ONE HUNDRED ONE AND .49/100 DOLLARS (\$1,370,101.49) for Gateway Greenway, Phase II, Base Bid and Option No. 1, Option No. 2, Option No. 3, Option No. 4A and Option No. 5, Project No. 65-13-WP01, 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 Miller & Miller, Inc. for Gateway Greenway, Phase II, Base Bid and Option No. 1, Option No. 2, Option No. 3, Option No. 4A and Option No. 5, Project No. 65-13-WP01" consisting of a total of one (1) page plus one hundred and eight (108) additional pages consisting of Attachments A-I, 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 February 13, 2014, 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 13th day of February, 2014.

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

APPROVED this the 13th day of February, 2014.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
MILLER & MILLER, INC.
FOR
GATEWAY GREENWAY, PHASE II, BASE BID AND OPTION NO. 1, OPTION NO. 2,
OPTION NO. 3, OPTION NO. 4A AND OPTION NO. 5
PROJECT NO. 65-13-WP01**

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 13th day of February, 2014, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MILLER & MILLER, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Gateway Greenway, Phase II, Base Bid and Option No. 1, Option No. 2, Option No. 3, Option No. 4A and Option No. 5, Project #65-13-WP01, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

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

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



Miller & Miller, Inc.

BY:

Tommy Battle, Mayor

ATTEST: 

Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: February 13, 2014

GATEWAY GREENWAY, PHASE II
PROJECT NO. 65-13-WP01

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ATTACHMENT "A"

2/3/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION	1	LS	\$120,961.00 ✓	\$120,961.00 ✓
2	STONE CONSTRUCTION ENTRANCE	1	LS	\$2,532.00 ✓	\$2,532.00 ✓
3	SILT FENCE, TO INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL	1,410	LF	\$5.00	\$7,050.00 ✓
4	WADDLE, TO INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL	151	LF	\$5.75	\$868.25 ✓
5	SANDBAGS AND POLYETHYLENE AT PLAZA AREA, TO INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL	1	LS	5,400.00 5,200.00 MEM	5,400.00 5,200.00 ✓
6	GRAVEL BAG FILTERS TO INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL	18	EA	\$5.00	\$90.00 ✓
7	4' HEIGHT TEMPORARY SAFTEY FENCE & POSTS AROUND EXISTING TREES, TO INCLUDE INSTALLATION, MAINTENANCE, AND REMOVAL	462	LF	\$0.50	\$231.00 ✓

ATTACHMENT "A"

2/3/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
8	UNCLASSIFIED EXCAVATION, TO INCLUDE OFF-SITE ENGINEERED FILL, OFF-SITE TOPSOIL BORROW FOR LAWN AREAS, DEMOLITION AND REMOVALS AS SHOWN ON SHEETS C3 & C4, C7 & C8. EXCLUDES CREEKSTONE REMOVAL & OFF-SITE TOP SOIL BORROW FOR CREEK BANK.	1	LS	MEM 35,972.00 \$39,500.00	MEM 35,972.00 \$39,500.00 ✓
9	UNDERCUT & REMOVAL OF ALLUVIAL SOIL, WHERE DIRECTED BY ENGINEER	40	CY	\$24.00	\$960.00 ✓
10	CREEKSTONE REMOVAL & HAUL OFF TO OWNER'S DESIGNATED LOCATION PER CREEK BANK TREATMENT NOTE 2, SHEET C5.	294	CY	\$16.00	\$4,704.00 ✓
11	OFF-SITE, APPROVED TOPSOIL FOR CREEK BANK PER CREEK BANK TREATMENT NOTE 2, SHEET C5.	382	CY	MEM 27.50 MEM \$39.00	MEM 10,505.00 ✓ \$14,516.00 ✓
12	PEDESTRIAN BRIDGE, TO INCLUDE CONCRETE DECK, ABUTMENTS, & SEATWALLS, AS SHOWN ON SHEETS C-13, S-2, S-3, & DETAIL "H" SHEET C-15.	1	LS	MEM 148,340.00 \$450,900.00	MEM 148,340.00 ✓ \$450,900.00 ✓

ATTACHMENT "A"

2/3/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
13	15" RCP CLASS III	51	LF	\$42.00	\$2,142.00 ✓
14	18" RCP CLASS III	52	LF	\$48.00	\$2,496.00 ✓
15	DOUBLE CURB INLET	2	EA	\$5,500.00	\$11,000.00 ✓
16	SINGLE CURB INLET	1	EA	\$4,800.00	\$4,800.00 ✓
17	JUNCTION BOX	1	EA	\$3,700.00	\$3,700.00 ✓
18	CREEK STONE VENEER HEADWALL	2	EA	\$800.00	\$1,600.00 ✓
19	RE-SET GATE VALVE BOX	1	EA	\$250.00	\$250.00 ✓
20	RE-SET CROSSWALK SIGN	1	EA	\$150.00	\$150.00 ✓
21	REPAIR OF THERMOPLASTIC CROSSWALK STRIPE	1	LS	\$2,600.00	\$2,600.00 ✓
22	RE-LOCATE DISCONNECT WITH METER HEAD	1	LS	\$2,100.00	\$2,100.00 ✓
23	6" THICK CONCRETE DRIVE TURN OUT	68	SY	\$55.00	\$3,740.00 ✓

ATTACHMENT "A"

2/3/2014

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
24	24" CURB AND GUTTER	633	LF	\$15.50	\$9,811.50 ✓
25	24" FLUSH GUTTER	43	LF	\$18.00	\$774.00 ✓
26	5' WIDE CURB RAMP	2	EA	\$950.00	\$1,900.00 ✓
27	6' WIDE CURB RAMP	2	EA	\$1,100.00	\$2,200.00 ✓
28	10' WIDE CURB RAMP	1	EA	\$1,600.00	\$1,600.00 ✓
29	5' WIDE, 4" THICK CONCRETE SIDEWALK	57	SY	\$50.00	\$2,850.00 ✓
30	6' WIDE, 4" THICK CONCRETE SIDEWALK	33	SY	\$55.00	\$1,815.00 ✓
31	6' WIDE, 4" THICK CONCRETE SIDEWALK WITH TURNDOWN EDGE, PER DETAIL "F" SHEET C-15	227	SY	\$56.00	\$12,712.00 ✓
32	10' WIDE, 6" THICK CONCRETE SIDEWALK	92	SY	\$62.00	\$5,704.00 ✓
33	12' WIDE, 6" THICK CONCRETE SIDEWALK	132	SY	\$55.00	\$7,260.00 ✓

2/3/2014

ATTACHMENT "A"

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
34	PLAZA AREA, TO INCLUDE CONCRETE BANDS, 1" THICK SAND SETTING BED, 4 5/8" THICK BASE COURSE, PAVERS, CONCRETE LANDINGS, REBAR, POLYETHYLENE, & WEEP HOLES COMPLETE. EXCLUDES #57 STONE, AND UNDERCUTTING	1	LS	\$72,900.00	\$72,900.00 ✓
35	UNDERCUT AND REMOVAL OF ALLUVIAL SOIL @ PLAZA AREA	100	CY	\$10.00	\$1,000.00 ✓
36	#57 STONE, TO INCLUDE PLACEMENT IN COMPACTED LIFTS @ PLAZA AREA	110	CY	\$35.00	\$3,850.00 ✓
37	HANDRAIL & POSTS @ RAMP	66	LF	MEM \$308.00	4771.14 ✓ \$6,468.00 MEM
38	SEATWALL @ 6' SIDEWALK, PER DETAIL "I" SHEET C-15	MEM	LS	\$23,000.00	0.00 MEM -\$23,000.00 ✓
39	TRASH RECEPTICAL WITH FOOTING PER DETAIL "D" SHEET C-14	9	EA	\$1,450.00	\$13,050.00 ✓
40	6' BENCH, WITH CONCRETE PAD, PER DETAIL "E" SHEET C-14	12	EA	\$2,800.00	\$33,600.00 ✓

ATTACHMENT "A"

2/13/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
41	REMOVABLE BOLARD, WITH FOOTING, PER DETAIL "E" SHEET C-14	7	EA	\$1,250.00	\$8,750.00 ✓
42	DENSE GRADED BASE COURSE PLACED & COMPACTED IN VARYING THICKNESS OVER EXISTING PARKING LOT BASE, PER KEY NOTE 31 SHEET C-3	496	CY	\$55.00	\$27,280.00 ✓
43	TURF REINFORCEMENT MAT (TRM) ON SLOPE, TO INCLUDE TURNDOWNS, STAPLES, TOPSOIL FILLING OF MAT, & SOLID SOD PER DETAILS "E" & "F" SHEET C-16	670	SY	6.50 \$28.00	3685.00 \$18,760.00 ✓
44	SOLID SOD PER KEYNOTES 20, 20A, & 41, SHEETS C-3 & C-4, INCLUDING 10' WIDE STRIP @ TOP OF SOUTH CREEK BANK	1,429	SY	\$5.50	\$7,859.50 ✓
45	PINE STRAW MULCH PER KEY NOTE 20B SHEETS C-3 & C-4	948	SF	\$1.85	1,748.80 \$1,753.80 ✓

ATTACHMENT "A"

2/3/2014

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
	Total Base Bid				<u>\$656,986.05</u> ✓
	Option No. 1				<u>\$ 595,563.39</u> ✓ <i>MEA</i>
1-1	UNCLASSIFIED EXCAVATION, TO INCLUDE OFF-SITE ENGINEERED FILL, OFF-SITE TOPSOIL BORROW FOR LAWN AREAS, DEMOLITION AND REMOVALS AS SHOWN ON SHEETS C-12, C-14 & C-15.	1	LS	23,350.00 \$26,150.00	<i>MEA</i> 23,350.00 ✓ \$26,150.00 ✓
1-2	UNDERCUT AND REMOVAL OF SOFT SOILS WHERE DIRECTED BY ENGINEER	10	CY	\$10.00	\$100.00 ✓
1-3	BOX CULVERT RETAINING WALLS PER DETAILS "A" & "B" SHEET C-15 & SHEET S-1. EXCLUDES GUARDRAIL, #57 STONE, LEVELING STONE, & 6" DRAIN PIPE.	1	LS	\$114,900.00	\$114,900.00 ✓
1-4	GUARDRAIL @ BOX CULVERT RETAINING WALL, TO INCLUDE CORE DRILL & GROUT	94	LF	\$145.00	\$13,630.00 ✓

ATTACHMENT "A"

2/3/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1-5	#2 STONE FOR LEVELING BOX CULVERT FOOTINGS	21	CY	\$43.00	\$903.00 ✓
1-6	#57 STONE FOR BACKFILLING BOX CULVERT WALLS	57	CY	\$42.00	\$2,394.00 ✓
1-7	GEOTEXTILE FABRIC @ BOX CULVERT	70	SY	\$3.50	\$245.00 ✓
1-8	6" DRAIN LINE @ BOX CULVERT, TO INCLUDE CORE DRILLING	110	LF	\$16.00	\$1,760.00 ✓
1-9	24" CURB AND GUTTER	59	LF	\$15.50	\$914.50 ✓
1-10	5' WIDE, 4" THICK CONCRETE SIDEWALK	58	SY	\$40.00	\$2,320.00 ✓
1-11	5' WIDE, 6" THICK CONCRETE SIDEWALK	11	SY	\$46.00	\$506.00 ✓
1-12	12' WIDE, 6" THICK CONCRETE SIDEWALK	268	SY	\$55.00	\$14,740.00 ✓
1-13	4" TYPE "N" CURB	108	LF	\$25.00	\$2,700.00 ✓

ATTACHMENT "A"

2/3/2014

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1-14	TRASH RECEPTICAL WITH FOOTING, PER DETAIL "D" SHEET C-14	1	EA	\$1,450.00	\$1,450.00 ✓
1-15	6' BENCH WITH CONCRETE PAD, PER DETAIL "K" SHEET C-14	2	EA	\$2,800.00	\$5,600.00 ✓
1-16	REMOVABLE BOLLARD WITH FOOTING, PER DETAIL "E" SHEET C-14	1	EA	\$1,250.00	\$1,250.00 ✓
1-17	SOLID SOD PER KEY NOTE 20C SHEET C-12	455	SY	\$5.50	\$2,502.50 ✓
1-18	PINE STRAW MULCH, PER KEY NOTE 20B SHEET C-12	246	SF	\$1.85	\$455.10 ✓
TOTAL Option No. 1					\$192,520.10 MEM
Option No. 2					\$189,720.10
2-1	TREE WATER RING PER DETAIL "A" SHEET C-10, EXCLUDING LATERAL ZONE LINE	95	EA	\$80.00	\$7,600.00 ✓

ATTACHMENT "A"

2/3/2014

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
2-2	PVC LATERAL ZONE PIPE, VALVE BOXES, BICODERS, WIRE CONNECTORS, MOISTURE SENSORS, & SOLENOID VALVES FOR TREE WATERING	1	LS	\$11,650.00	\$11,650.00 ✓
2-3	BASELINE WI-FI MODULE FOR IRRIGATION CONTROLLER, TO INCLUDE INSTALLATION.	1	LS	\$3,200.00	\$3,200.00 ✓
2-4	IRRIGATION SYSTEM, EXCLUDING BID ITEMS 2-1, 2-2, & 2-3. COMPLETE IN-PLACE, AS SHOWN, DETAILED, AND DESCRIBED ON SHEETS C-11, C-17, & IRRIGATION SPECIAL PROVISION.	1	LS	96,100.00 MEM	96,100.00 MEM
TOTAL Option No. 2					\$104,490.00 ✓
Option No. 3					\$123,550.00 ✓ MEM
Option No. 3					\$120,550.00 ✓
3-1	LANDSCAPING, COMPLETE IN-PLACE, AS SHOWN, DETAILED, & DESCRIBED ON SHEETS C-9, C-16, & LANDSCAPE WORK SPECIAL PROVISION. EXCLUDING TEMPORARY FENCE AROUND EXISTING TREES.	1	LS	177,976.00 MEM	177,976.00 ✓ MEM
Option No. 3					\$180,476.00 ✓

ATTACHMENT "A"

2/3/2014

**Gateway Greenway Phase II
COH Project # 65-13-WP01**

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
	TOTAL Option No. 3				\$180,476.00 ✓
	Option No. 4				
4-1	METAL HALIDE SITE LIGHTING PER SHEET E-1, TO INCLUDE BORING OF SIDEWALKS, COORDINATION WITH NORFOLK SOUTHERN RAILROAD FOR SIGNAL WORK & POLE FOOTINGS. HUNTSVILLE UTILITIES SUPPLIES POLES & METAL HALIDE LIGHTING FIXTURES AND ALL OTHER ITEMS PER HUNTSVILLE UTILITIES AID-TO-CONSTRUCTION THIS PROJECT.	1	LS	\$101,032.00	\$101,032.00 ✓
	TOTAL Option No. 4				\$101,032.00 ✓
	Option No. 4A				

ATTACHMENT "A"

2/3/2014

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
4A-1	LED SITE LIGHTING PER SHEET E-1, TO INCLUDE BORING OF SIDEWALKS, COORDINATION WITH NORFOLK SOUTHERN RAILROAD FOR SIGNAL WORK, POLE FOOTINGS, & SEPERATE ELECTRICAL CIRCUITS FOR OUTLETS AT POLES & FOOTINGS.CONTRACTOR SUPPLIES POLES & LED LIGHTING FIXTURES AND ALL OTHER ITEMS PER HUNTSVILLE UTILITIES AID-TO-CONSTRUCTION THIS PROJECT.	1	LS	200,267.00 \$210,800.00 ✓ NEM 200,267.00 \$210,800.00 ✓	NEM 200,267.00 \$210,800.00 ✓
TOTAL Option No. 4A					
Option No. 5					
5-1	"FIELD STONE", LANDSCAPE BOULDERS DELIVERED TO SITE ON INDIVIDUAL PALLETS PER LANDSCAPE BOULDER SPECIAL PROVISION, TO INCLUDE UNLOADING AND STORING WHERE DIRECTED.	181	TON	275.00	210,800.00 ✓ NEM 200,267.00 ✓ \$49,775.00 ✓

2/3/2014

ATTACHMENT "A"

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
5-2	"FIELD STONE" LANDSCAPE BOULDER INSTALLATION PROCESS, COMPLETE IN-PLACE, AS SHOWN, DETAILED, & DESCRIBED ON SHEETS C-5, C-16, & LANDSCAPE BOULDER SPECIAL PROVISION, TO INCLUDE ALL MAERIAL AND LABOR.	1	LS	\$36,250.00	\$36,250.00 ✓
TOTAL Option No. 5					
Option No. 6					
6-1	"RIVER STONE", LANDSCAPE BOULDERS DELIVERED TO SITE ON INDIVIDUAL PALLETS PER LANDSCAPE BOULDER SPECIAL PROVISION, TO INCLUDE UNLOADING AND STORING WHERE DIRECTED.	181	TON	\$275.00	\$49,775.00 ✓

2/13/2014

ATTACHMENT "A"

Gateway Greenway Phase II
COH Project # 65-13-WP01

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
6-2	"RIVER STONE" LANDSCAPE BOULDER INSTALLATION PROCESS, COMPLETE IN-PLACE, AS SHOWN, DETAILED, & DESCRIBED ON SHEETS C-5, C-16, & LANDSCAPE BOULDER SPECIAL PROVISION, TO INCLUDE ALL MAERIAL AND LABOR.	1	LS	\$36,250.00	\$36,250.00 ✓
TOTAL Option No. 6					\$86,025.00 ✓
<p>ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK</p>					
<p>COMPANY <u>M.H.C. & M.H.E. Inc.</u> SIGNATURE <u>[Signature]</u> DATE <u>2/14/14</u></p>					

ATTACHMENT A-A

BID NEGOTIATION CLARIFICATIONS

Only one (1) bidder submitted a bid on the Gateway Greenway, Phase II project, Project No. 65-13-WP01, and the City of Huntsville value engineered with Miller & Miller, Inc., the only bidder. The value engineering was negotiated, and the value engineering changes do not exceed ten (10) percent of the original bid amount. See Savings Recap (Attachment A-A) for additional information regarding scope of project.

Savings Recap

Project Gateway Park Phase 2
Project # - 65-13-WP01

Prime Contractor
Miller & Miller Inc.
2106 Miller Ferry Way
Huntsville, Alabama 35801

Item #1 Mobilization –

Cost Breakdown Requested – See Attached Sheet

Item #5 Sand Bags - In lieu of sand bags to make barrier in front of new steps, will provide Concrete Barriers and Poly

Savings \$1,800 (Revised Unit Price \$5,400)

Item #8 – Unclassified Excavation - Using different source of topsoil for lawn areas (Topsoil / Borrow from UAL Redstone Gateway)

Savings – \$3,528. (Revised Unit Price \$35,972.00)

Item #11 – Offsite Topsoil using different source of topsoil (Topsoil from UAL Redstone Gateway)

Savings – \$4,011. (Revised Unit Price \$27.50)

Item #12 Bridge In lieu of deep spread footing, use HP 10 x 42 driven piling for bridge and wings .

Savings \$10,560 (Revised Unit Price \$148,340)

Item #34 Plaza Area –

Using plain Concrete in lieu of brick pavers Savings \$10,367.00
Or Using Stamped Concrete in lieu of Brick Pavers – Savings \$2,567.00

Item #37 Handrail – Eliminating Curved grad rail, substituting straight rail

Savings \$1,690 (Revised Unit Price \$72.29 per LF)

Item #38 Seat Wall Removed Re-alignment of sidewalk

Savings \$23,000

Item # 43 Turf Mat – Eliminate turf mat and replace with Stapled Sod. Use solid sod item at unit price.

Savings - Net \$15,075. (Use Solid Sod Item @ 5.50 per SY)

Item # 45 Pinestraw - Eliminate Item not needed.

Savings \$1,753.80

Item # 1-1 Unclassified Excavation for alternate area. Use UAL Gateway topsoil.

Savings \$2,800.00 (Revised Unit Price \$23,350)

Item #1-3 Retaining Walls at Box Culvert. No changes

Item #1-8 6" Drain Line – Item Not required due to existing weeps in top of box culvert

Savings \$1,760.00

Item # 2-4 Irrigation Reduction of 2 moisture sensors and overall reductions

Savings \$3,000.00 (Revised Unit Price \$98,100)

Item 3-1 Landscape – Same Caliper Sizes except trees as below.

Nuttall oaks 4"

Black Gum 3.5"

Oct Glory 4"

Muskogee Crape myrtle 11'-12' Ft

Savings \$2,500.00 (Revised Unit Price \$177,976)

Item 4-1 Metal Halide Lights. Reductions from Subcontractor and Suppliers

Savings \$3,423.00 (Revised Unit Price \$97,609)

Item 4A-1 LED Lighting - Reductions from Subcontractor and Suppliers

Savings \$10,533.00 (Revised Unit Price \$200,267)

**ATTACHMENT "B"
PROPOSAL**

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Miller & Miller, Inc.

(NAME)
2106 Miller Ferry Way, Huntsville, AL 35801
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

GATEWAY GREENWAY, PHASE II
PROJECT NO. 65-13-WP01

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 1/2" floppy disk or CD-RW (preferably in a live/flash drive format) 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. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that the Contract Time for completion of all work is One Hundred and Eighty (180) 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.

GATEWAY GREENWAY, PHASE II
PROJECT NO. 85-13-WP01

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: February 4, 2014

(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 4166

(IF A CORPORATION)
SIGNATURE OF BIDDER Miller & Miller, Inc

BY [Signature] Mark O. Seeley, Secretary

BUSINESS ADDRESS 2106 Miller Ferry Way, Huntsville, AL 35801

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT C. E. Miller

OF SECRETARY Mark O. Seeley

OFFICERS TREASURER Mark E. Miller

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.

1 2 3 4 _____

ATTACHMENT "C"

**GATEWAY GREENWAY, PHASE II
PROJECT NO. 85-13-WP01**

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall immediately notify Mary Hollingsworth via email at mary.hollingsworth@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

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	Stewart Electric Co Inc	12256	PO Box 14485 35815	4-1,4A-1
Water				
Asphalt	Reed Contracting Svcs	20545	2512 Triana Blvd 35805	24,42
Landscaping (Trees, grassing)	Grounds Control of Hsv	S-27130	113 Spacegate Dr 35806	3-1
Irrigation	Water Water Everywhere	S-23259	214 Lenwood Rd Decatur 35603	Option 2
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)	Lamb Stone Co Inc	S-25376	PO Box 1115 Oneonta AL 35121	12,38,1-3
Mechanical				
SCADA				

ATTACHMENT "D"

GATEWAY GREENWAY, PHASE II
PROJECT NO. 65-13-WP01

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. Courthouse Square Improvements, Project #65-07-SP03, City of Huntsville, PO Box 308, Huntsville, AL 35804,
256-427-5300, Kathy Martin

2. Big Spring Park Canal Extension, EDA Project #04-01-05418, City of Huntsville, PO Box 308, Huntsville, AL 35804,
256-427-5300, Kathy Martin

3. Rotary Plaza at Big Spring Park, City of Huntsville, PO Box 308, Huntsville, AL 35804, 256-427-5281, Chris O'Neil

4. UAH Applied Sciences Building, ABC Project #2004390, UAHuntsville, 301 Sparkman Dr, Huntsville, AL 35899, 256-824-2542,
Mike Finnegan

5. Holmes Ave/Washington St Streetscape Improvements, Project #65-12-SP31, City of Huntsville, PO Box 308, Huntsville, AL
35804, 256-427-5300, Kathy Martin

ATTACHMENT "E"

Pre-bid meeting to be held on Wednesday, January 22, 2014, at 10:00 am, 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: Gateway Greenway, Phase II, more particularly known as Project No. 65-13-WP01

Description of Project: This project develops the southern edge of the parking lot to the north of Gateway Greenway and connects the two (2) areas with a new pedestrian bridge.

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: Gateway Greenway, Phase II, more particularly known as Project No. 65-13-WP01 requires the contractor to possess a State of Alabama Classification of (HS) Highways & 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 30th day of January, 2014, until 10:00 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 1/2" floppy disk or CD-RW (preferably in a live/flash drive format) in the Excel format.

The bid disk or the CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid pack and reflect the correct revision, along with two signed hard copies. Failure to do so may be cause for rejection of bid. If a price discrepancy is found on bid disk or CD-RW, or the correct version of bid quantities is not submitted on the disk or CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") 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	<u>0</u>	CONTRACT DAYS REMAINING	<u>0</u>
TIME	C.O. # 2	DAYS ADDED	<u>0</u>		

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 SECTION 4. CHANGE ORDERS. 12. PAYMENT.
Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ _____

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ _____

A: % OF TIME ELAPSED: $\frac{\text{TIME ELAPSED TO DATE}}{\text{TOTAL CONTRACT TIME (3)}} \times 100 = \frac{0}{0} \times 100 = \text{DAYS} = \text{DAYS} =$

B: PROJECT COMPLETION: $\frac{\text{TOTAL EARNED TO DATE (2)}}{\text{TOTAL CONTRACT AMOUNT}} \times 100 = \frac{-}{200,000.00} \times 100 = \text{0\%}$

C: PROGRESS OF WORK: B - A =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all 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: _____
 SHANE DAVIS, CITY ENGINEER
 OR RON ADAMS, DEPUTY CITY ENGINEER
 OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____
 PROJECT ENGINEER

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): Miller & Miller, Inc.
- City of Huntsville current taxpayer identification number (if available): 29355
(Please note that if this number has been assigned by the City and if you are renewing your business licenses, the number should be listed on the renewal form.)

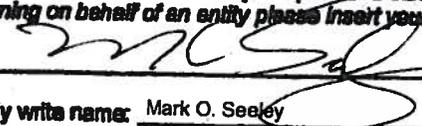
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 012-680 Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Secretary

Type or legibly write name: Mark O. Seeley Date: February 4, 2014



Company ID Number: 311572

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 311572

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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



Company ID Number: 311572

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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

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

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

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



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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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



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

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

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

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

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

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

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

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



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

Employer **Miller & Miller, Inc.**

Mary E Pruitt

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/15/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/15/2010

Date



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Miller & Miller, Inc.

Company Facility Address: 2106 Miller Ferry Way

Huntsville, AL 35801

Company Alternate
Address:

County or Parish: MADISON

Employer Identification

Number: 630434945

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

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)



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

Name:	Mark E Miller	Fax Number:	(256) 882 - 2864
Telephone Number:	(256) 882 - 6200		
E-mail Address:	mmiller@miller-miller-inc.com		

ATTACHMENT "I"
ADDITIONAL IRRIGATION MEASURES

GENERAL

Extent of underground irrigation system is shown on Drawings and in the schedules. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section. Provide additional Work and materials required by local authorities at no extra cost to Owner. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.

Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.

Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Designer.

Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction. County regulations supersede these specifications. Notify Landscape Designer in writing of all discrepancies immediately.

Do not make substitutions: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Designer.

Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Designer. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor to remove rejected Work and or materials from Project Site and replace promptly.

"As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Designer. Provide Owner and Landscape Designer with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.

Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.

Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area. Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer's recommendations.

Verify Tap: Test water conditions, as they exist immediately down stream from tap: If they do not meet design demands, notify Landscape Designer immediately of existing conditions.

The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least 60# gpm available water supply from existing tap & meter. Verify working conditions by Irrigation Contractor
Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.

Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.

Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.

Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise. Keep project site clean and orderly at all times during construction.

Sleeves are to be installed by the Irrigation Contractor.

Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

Coordinate and schedule all Work with General Contractor.

Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of Contractor in a timely fashion.

Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to Owner.

Warranty: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.

Repair unsatisfactory conditions promptly at no cost to Owner.

Owner may make emergency repairs without relieving the Contractor of this warranty obligation.

Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.

Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

PRODUCTS:

Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.

Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

Plastic pipe for all main lines and laterals is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings.

PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the top of the pipe.

All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule. Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.

Risers: no risers will be used.

Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.

All splices in controller wiring shall be waterproofed by using 3M DBY'S wire connectors.

All control wiring shall be 24-volt solid wire U.L. approved for direct burial in ground. Minimum wire size: 14 gauge station, 12 gauge common.

All control wiring and wiring connections from controller to valves shall be included in this contract.

Sprinkler Heads: Provide as indicated on the plan. Heads perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure. All sprinkler heads are on swing pipe and hose bibs are to be on triple elbow swing joints.

Automatic Controller: Is to be installed in the location (shown on drawings/identified by owner's representative). The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

Provide controller specified on drawing; fully automatic capability as well as manual operation of the system.

Irrigation Contractor to coordinate sleeve through wall for irrigation controller (with General Contractor). If installed outside coordinate sleeve through concrete slab for irrigation controller (with General Contractor). General Contractor to provide power to controller. Coordinate with General Contractor.

Provide controller specified on drawing that operates on a minimum of 110 volts AC power input and is capable of operation of 24-volt AC electric remote control valves, with a reset circuit breaker to protect from overload. Contractor is responsible for connection to 100V AC power to controller.

Stations: Each station shall have a time setting knob that can be set for variable timing in increments from 6 to 60 minutes, or set to omit the station from irrigation cycle.

The controller, Rainbird ESP – MC-24- SS shall have a 14-day calendar dial and a 24-hour clock dial with 23 captive hour pins for programming irrigation cycle start times. A master "on-off" switch shall allow the valve power output to be interrupted without affecting the controller.

Controller Construction: The controller must be constructed so that all internal parts are accessible through controller door without disturbing cabinet installation.

Water Meter: Coordination of meter installation is the responsibility of the Irrigation Contractor. Unless installed by Utilities.
Backflow Preventer: To be installed by Irrigation Contractor. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation. Unless installed by Utilities.

Pressure Regulator: Provide Wilkins #600 or equal.

Mastervalue: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover and Ametec 10" round valve box with cover as indicated on drawings. Place a minimum of 6" depth of gravel under each valve box, meter, and pressure regular and backflow preventer box.

Sleeves: Class 200 PVC Pipe Type 1120 or 1220: Size as indicated on Detail by Irrigation Contractor.

Hose Bibs: Hose bibs shall have an all cast brass or bronze body. Hose bibs to be ¾" inside diameter and shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.

Surge Protection Equipment: Provide General Electric Lightning Arrestor #GL 15 CC B 007 for controllers not equipped with primary surge protection.

Provide secondary surge protection installed on the 24V AC valve control wiring for systems controlling 24V AC solenoid operated valves.

The Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided for in controller as a "built-in" unit or if it must be supplied and installed separately.

Isolation Valves: Provide all gate valves for isolation purposes allowing full diameter opening when in full open position. Manually operated valves shall be same size as mainline.

Automatic Drain Valves: Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size and with a minimum of 18" of cover over sump. Miscellaneous System Components: Provide risers, reducers, couplings, adapters, and fittings as necessary to complete irrigation system.

EXECUTION

Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person. During the installation Landscape Designer or the owner's representative may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.

Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Designer of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner and/or General Contractor and Utilize utility locating services when necessary.

Excavation: All excavation is unclassified and includes all materials encountered.

Prior to excavation, remove sod, preserve and replace after backfilling is completed.

After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100 percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.

Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.

Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.

Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.

Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base.

Leave top of trench ready for asphalt by others. Minimum depth of cover of all pipe is as follows:

¾" – 1" pipe – minimum depth cover is 12"

1 ½" – 1 ½" pipe – minimum depth cover is 18".

Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.

Pipe Joints: Follow Manufacturer's Recommendation.

Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

PVC to metal connection, Work metal connection first then use Teflon pipe fitting

Main line shall be installed according to Manufacturer's Recommendations.

Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.

Lateral lines and risers shall be as follows:

Install according to Manufacturer's Recommendations using standard techniques.

Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).

No risers.

Exchange of 4" pop-up to 12" high pop-in field by Landscape Designer is incidental.

Plug lines immediately upon installation to minimize infiltration of foreign matter.

Flush lateral lines and risers prior to installation of sprinkler heads.

No risers.

Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on trip elbow swing joint; or flex pop when specified.

High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Designer.

Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.

Height of all heads in bed areas to be determined in the field by Landscape Designer.

Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.

Allow for contraction of wires by providing looped slack at directional changes in supply line.

Keep wire splices to a minimum. All splices shall be waterproofed by using "3-M DBY'S" wire connectors. All splice locations to be indicated on "as-built drawings".

Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by Irrigation Contractor.

Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings.

Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. Locate all valve boxes within plant bed areas wherever possible.

Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.

Ground wire between surge protection device and grounding electrode to be single strand bare copper wire at least one size greater than wire supplying power to control unit. Route ground wire away from power and control wires where possible.

When it is necessary to pass through controller cabinet wall use two #L-70 copper grounding lugs and brass bolt as noted in detailed drawings. Use #WE 5/8" ground rod clamp (single piece and bolt) to make connection between ground rod a minimum of 10". Cover the top of rod and clamp with a Toro #850-00 cover with lid at grade level.

Balancing and Adjusting: Balance and adjust the various components of system so that overall operation of the system is most efficient. This includes synchronization of controllers, adjustment to pressure regulators, part circle sprinkler heads and individual station adjustments on controllers. The Contractor has the right to call in the Designer or Owner's Representative to aid in balancing and adjustment of system.

Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.

"As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.

Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Designer, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.

Set initial watering schedules and programming on automatic controllers at the direction of Landscape Designer. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Designer.

Winterizing the System: If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones; higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Designer and Owner.

Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.

Inspection and Acceptance: Upon completion of Work, notify Landscape Designer and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Designer for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

ACCEPTANCE AND GUARANTEE

Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Designer and the Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Designer and the Owner's Representative will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".

Submit record drawings and maintenance manuals to Landscape Designer with written request for inspection.

Review "punch list" Work jointly with the Owners Representative and Landscape Designer for Substantial Completion of total (contract) Work.

Upon satisfactory completion of repairs and replacements and completion of "As -Built" drawings, Landscape Designer and the Owners Representative will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee.

This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Designer.

Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per Written Letter of Notification.

Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.

Repair damage to grade, plants and other Work or property as necessary.

If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.

Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Designer. Acts of Nature include, but may not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Designer).

Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Designer and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Designer certifies, in writing, the Final Acceptance of Work.

At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance. Submit written request for inspection for Final Acceptance to Landscape Designer at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.

Upon completion by Contractor of all required replacements, Owner and Landscape Designer will confirm the Date of Final Acceptance of Work.

Applications for Payment will be covered in the general contract.

**SUPPLEMENT TO GENERAL REQUIREMENTS
FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS
GATEWAY GREENWAY, PHASE II
PROJECT NO. 65-13-WP01
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. 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 unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: 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. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy 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, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders.

Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

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

15. INCLUSIONS TO CONTRACT

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

16. COMMENCEMENT OF WORK

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

17. CONTRACT TIME

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

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "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 in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

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

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

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

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

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

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

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

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

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

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience.

The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

23. UNBALANCED BIDS

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

24. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Explosion, Collapse and Underground

Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

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

4. **Worker's Compensation Insurance**

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

5. **Employers Liability Insurance**

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

B. MINIMUM LIMITS OF INSURANCE

1. **General Liability**

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

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

2. **Professional Liability**

N/A

3. **Automobile Liability**

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

4. **Worker's Compensation**

As required by the State of Alabama Statute.

5. **Employers Liability**

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

C. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

2. All Coverages

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

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

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer 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/tw9.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-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. Roadways:

- a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. Sanitary Sewers:

a. Gravity Line

- i. Horizontal Location of Manholes – Northing and easting Coordinates
- ii. Vertical Location of Manholes – Lid elevation and Invert elevation.

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

3. Storm Drainage:

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

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

- ii. Vertical location (to verify positive drainage)

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

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

Checklist for review of record drawings:

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

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. LIEN WAIVERS

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

37. LOWEST RESPONSIBLE BIDDER

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

38. NON-RESIDENT BIDDERS

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

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

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

40. CORRECTION TO SECTION 80 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

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

41. CORRECTION TO SECTION 80 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

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

42. CORRECTION TO SECTION 80 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

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

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

43. CORRECTION TO SECTION 105 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

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

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

44. CORRECTION TO SECTION 847 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - PIPE CULVERT JOINT SEALERS

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

45. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department.

The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

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

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

47. SHOP DRAWINGS

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

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

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

48. E-VERIFY – NOTICE

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

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

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

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

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

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

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

Urban Development Department
Engineering Division

Kathy Martin, P.E.
Director
City Engineer

GATEWAY GREENWAY, PHASE II

Project No. 65-13-WP01

January 28, 2014

Addendum #1

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

Addendum No. 2 containing questions/answers and additional information will be issued no later than January 29, 2014 by 9:00 a.m.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. 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".

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

The Star of Alabama

PRE-BID MEETING

AGENDA

PROJECT NAME: Gateway Greenway, Phase II

PROJECT #: 65-13-WP01

DATE: January 22, 2014

PROJECT ENGINEER: Toneka Dorsey-Lindsey

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

Ed Miller	Miller & Miller
Grant Donnelly	Land Design Solutions
Mike Donnelly	Land Design Solutions
Dan Garey	Contech Engineers
Tim Giles	Earlyworks Museum
Marc Byers	COH-Landscape Management
Mary Hollingworth	COH-Engineering
Toneka Lindsey	COH-Engineering

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

Toneka Lindsey will be the Project Engineer.

Calvin Minor will be the Inspector for the project.

2. Project Engineer gave a brief description of work.

Base Bid - This project develops the southern edge of the parking lot to the north of Gateway Greenway and connects the two (2) areas with a new pedestrian bridge.

There are several options that are called out as Alternates in the plan set but they are actually Options. They are Options because that gives the City of Huntsville the decision on whether we want to accept the items or not and in any order. When bids are opened, we will not be able to award to the apparent low bidder right

away; we will have 2-3 days of evaluations and then we will let everyone know the results. Again, options may or may not be accepted and in various orders.

OPTION 1 - The Gateway Greenway Phase II improvements complete the greenway corridor between the end of the existing 12' wide pathway and the entrance to Gateway Greenway. The improvements consist of a retaining wall on the box culvert and an improved entrance into Gateway Greenway with benches, landscaping, and irrigation.

Option 4 – Option 4 is a lighting option with the standard lighting fixtures. We will be working with Huntsville Utilities Electric Department closely on materials and installation if Option 4 is accepted.

Option 4A – Option 4A is the LED lighting option. If option 4A is accepted instead of Option 4 the awarded contractor will be required to do a design/ build for the LED lighting fixtures. There is limited information on the website as far as what poles and fixtures the Contractor will use, but for the most part the awarded Contractor will be responsible for designing and building everything if we accept Option 4A.

3. Progress Schedule of Operations was 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). There is a sheet in the plan set for erosion control. The Contractor will be responsible for disposal of debris and by the time a Notice to Proceed is issued, we should be pretty much out of cold weather so hopefully a plan will not need to be in place for protecting the concrete.
4. Discussed all Permits.

No special permits on this job. Only the normal City of Huntsville permits will be needed for this job.

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. Contractor is responsible for locating all utilities.

There are no utility conflicts that Toneka is aware of, but of course locates will need to be done.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract. There will be shop drawings for the bridge. And concrete mix designs will have to be turned in for review and approval.

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

No right-of-way issues. No property was acquired for this job.

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

Whistlestop will conflict with the construction of this project. The event is set for May 2-3, 2014. The graveled parking lot is an intricate part of Whistlestop and is used for set up, parking, etc. We will have a dedicated area for equipment storage and will shut the project down beginning April 28th and ending May 6th. Time will be suspended for this time period. Contractor will be allowed to return to work on Wednesday May 7th. Of course, no time will be charged during this time.

During this time there will be a special area for placement of equipment. The main concern Mr. Giles with Earlyworks/ Whistlestop has is that all the area that is south of the Gateway sidewalk is the area that they will be bringing in RVs and that anything that will be set up in those areas will need to be out of the way. Toneka said there will be a designated area out there and she will have the Contractor put all the equipment there. Mr. Giles other concerns that they certainly have is if the project is to the point where work is being done on that south side, that Earlyworks does not damage anything existing that has been installed. He said they will have to work around all of that. He said there is a very limited amount of space in that area.

Mike Donnelly asked Mr. Miller, since he was the only general contractor present, if he was familiar with the plans at all. Mr. Miller said that he was. Mike mentioned that there is an existing greenway sidewalk that Mr. Giles mentioned that comes into the site. Mike said what was discussed with Mr. Giles in a meeting a few weeks ago, was probably constructing a fence that would be installed 5-6 feet to the north of that existing sidewalk, that gives Earlyworks room to put up their portable chain link fence. Mike then stepped back and said they had decided just to keep that area clear so Earlyworks could put a fence up. Toneka agreed. She said we will not be installing a fence. Mike said in addition to that south of the fence in the area where cookers would be put, the contractor would only be installing landscaping and irrigation. Those items are Alternates in this project anyway. The question was asked if the Contractor would be in this area during this time frame. Mike said that we had talked about not letting the General Contractor be in those areas until after the festival since all that was being done was landscaping and irrigation.

Regards to landscaping, Mike said that is getting very late in the year to be installing trees. He said they further discussed, and asked Marc Byers to jump in, that we would go ahead and plant the trees, since they need to be in the ground prior to the first of May. No trenching for irrigation would be done and the trees

that we would be installed would probably have guy wires, not wires, but cloth type of supports called Arbor ties. They may even consider putting the orange safety fence additionally around those trees. Mike said there were no provisions in contract for doing that. Mr. Miller stated that there is a pay item for fencing to go around some of the trees already. Mike said there is a pay item for the existing ones. Mr. Miller asked if the fencing would not be used for the ones that are north of the sidewalk; he asked if that would be in the same pay item? Mike said probably not since the new trees are Alternates. He said we would probably put them in with the Alternate pay item for the trees. Toneka asked if fencing was being done just because of the Whistlestop activities. Mike said yes. Toneka asked if the trees could be planted in August? She said if we wait till August to plant then we wouldn't have to worry about fencing. Mike said we want to get the trees in before they start leafing out. Marc said that we cannot plant in August. Toneka asked if late August or September would be acceptable? Mr. Giles asked when the trees would probably go in. Marc answered that we want them in before the 15th of April or after October 1 to be safe. Toneka said if it will be a big deal to try to work around Whistlestop, she suggested having the Contractor come back in after that time and plant them then. Mike confirmed that she was talking about in the fall. Toneka said yes. Mike asked if she felt that the project will last that long. She said yes, or just have the Contractor come back in even if it doesn't. Toneka said she anticipates being finished early September. She asked Mr. Miller if he thought it would be a problem having to come back in a few weeks later to plant the trees. Mr. Miller said as long as Marc is satisfied it won't be a problem. Toneka said that would be better for her in trying to maintain it. Mike stated that all these items would be addressed in an Addendum.

Mike stated again that we would hold off doing any irrigation trenching, or any work, in this area until after the Whistlestop Festival is done. Mike said it is anticipated that the bridge abutments would be started, and that area is a little wider from the sidewalk to the creek embankment, so Contractor would fence off that area. He said they could work in that area, but it would be fenced off. He said we don't want to hinder any construction of the abutments or the bridge work.

Mr. Miller stated that he saw in the newspaper this morning that there are supposed to be food trucks in that parking lot sometime in April. Toneka said that she will have to check on that.

Mr. Giles had one additional question regarding Whistlestop. He asked if any work would be done underneath the Jefferson Street overpass? He said that is a place where the park some of the cookers. Mike said if the lighting Alternate is taken, there are lights that go down there. He said that none of that work would be underway until after the Festival.

9. Contractor is required to submit pricing (Attachment "A") on either a 3- 1/2" floppy disk or CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The bid disk or the CD-RW 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 may be cause for rejection of bid. If a price discrepancy is found on bid disk or CD-RW, or the correct version of bid quantities is not submitted on the disk or CD-RW which corresponds to the printed hard copy, then 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 was made with emphasis placed on unusual construction features and special drawings.

Toneka said she feels that the plan set is pretty straight forward. She said she doesn't feel like there is anything complicated included in the plan set. Mr. Miller said that he did not have any questions or concerns.

Mike brought up one thing that came up yesterday while talking with Marc Byers. We will be making some changes to the landscape plan in terms of the tree species. There is also shown on the plans, on the edge of the gravel parking lot, that there is an existing 29" Pecan tree that we are saving. Marc has expressed the opinion that it's really questionable as to whether the effort we're putting forth is worthwhile, as the tree is declining. Mike said we're going to go back and look at that. He said he hasn't discussed this with Toneka and it is entirely possible that we may have that tree removed in this project and make some changes in that area.

Mike said in addition to that, he said there are a couple of details that we will supply in an Alternate that are missing from the plans. One (1) deals with the guardrail at the top of the abutment wall; there is also a detail relating to some of the concrete work in the sidewalk area that will be supplied.

Mike said that Mark Seeley mentioned to him the possibility of using pilings in lieu of spread footings for the abutments. Mr. Miller said that he was aware that Mark had discussed this with Mike. Mike stated that we will need to get a request or something from Miller & Miller as a bidder to look at that.

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

c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required was stated. (HS) Highways and Streets or (MU) Municipal & Utility.

e. There are one hundred and eighty (180) calendar days to complete project. The one hundred and eighty (180) days includes Base Bid plus all Options. Not saying we will award all Options. Toneka said if we do accept all Options, she feels one hundred and eighty (180) days would be sufficient time to finish base plus all Options. (asked during pre-bid meeting is there any concern that contract cannot be completed within contract time specified.) Mr. Miller said that he does not know if he sees a problem with the number of days. He said there are the stoppages and possibly other things that will come up; he said it depends also on the number of Options awarded. He said he doesn't really see a problem with it. Council: 2/13/14; Anticipated NTP: no later than 2/28/14 if approved at 2/13/14 City Council meeting

f. (included whether construction trailer is required and whether as-builts are required)

There is no construction trailer on this job and no asbuilts are required. Irrigation as-builts will be 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.

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.

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 shall be discussed and clearly understood.

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 should be 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.

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

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 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.

No questions were asked.

18. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received.** Last day for questions concerning this project before the bid will be **January 24, 2014 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **January 28, 2014 by 12:00 p.m.** **Bids open: January 30, 2014 at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.



HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GATEWAY GREENWAY, PHASE II

Project No. 65-13-WP01

January 29, 2014

Addendum #2

**The Bid Opening has been postponed to Friday, January 31, 2014 at
10:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle,
Huntsville, Alabama**

Additional information to include questions/answers will be forthcoming.

END OF ADDENDUM #2

The Star of Alabama



HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GATEWAY GREENWAY, PHASE II

Project No. 65-13-WP01

January 30, 2014

Addendum #3

**The Bid Opening is postponed to Tuesday, February 4, 2014 at
9:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle,
Huntsville, Alabama**

Additional information to include questions/answers will be forthcoming.

END OF ADDENDUM #3

The Star of Alabama



HUNTSVILLE

Urban Development Department
Engineering Division

Kathy Martin, P.E.
Director
City Engineer

GATEWAY GREENWAY, PHASE II

Project No. 65-13-WP01

January 31, 2014

Addendum #4

Contractors are authorized to download quantities from website and paste to floppy disk or CD-RW (preferably in a live/flash drive format) 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. If a price discrepancy is found on bid disk or CD-RW, or the correct version of bid quantities is not submitted on the disk or CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

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

The Star of Alabama

**Clarifications/Answers to Bidders Questions
to the
Drawings and Specifications of
Gateway Greenway Phase II
COH Project #65-13-WP01**

PART 1 - GENERAL

SCHEDULE 0 - The following additions, deletions, clarifications and/or changes to the drawings and specifications shall be fully incorporated therein and becomes a binding part thereof.

SCHEDULE 1 - Bidder shall be responsible for information contained herein and no allowance will be made for lack of knowledge concerning all addenda issued for this project.

PART 2 - THE PLANS

SCHEDULE 0 - Cover Sheet,
Re-issue plan, per sheet Cover Sheet, attached hereto.

SCHEDULE 1 - Sheet C2, Layout Plan
Re-issue plan, per sheet C2, attached hereto.

SCHEDULE 2 - Sheet C3, Keynote Plan - East
Re-issue plan, per sheet C3, attached hereto.

SCHEDULE 3 - Sheet C4, Keynote Plan - West
Re-issue plan, per sheet C4, attached hereto.

SCHEDULE 4 - Sheet C5, Creek Bank Treatment Plan
Re-issue plan, per sheet C5, attached hereto.

SCHEDULE 5 - Sheet C6, Erosion Control Plan
Re-issue plan, per sheet C6, attached hereto.

SCHEDULE 6 - Sheet C7, Grading Plan East
Re-issue plan, per sheet C7, attached hereto.

SCHEDULE 7 - Sheet C9, Landscape Plan
Re-issue plan, per sheet C9, attached hereto.

SCHEDULE 8 - Sheet C10, Tree Irrigation Plan
Re-issue plan, per sheet C10, attached hereto.

SCHEDULE 9 - Sheet C11, Irrigation Plan
Re-issue plan, per sheet C11, attached hereto.

SCHEDULE 10 - Sheet C12, Construction Details
Re-issue plan, per sheet C12, attached hereto.

SCHEDULE 11 - Sheet C14, Construction Details
Re-issue plan, per sheet C14, attached hereto.

SCHEDULE 12 - Sheet C15, Construction Details
Re-issue plan, per sheet C15, attached hereto.

SCHEDULE 13 - Sheet S-1, Culvert Plan View
Re-issue plan, per sheet S-1, attached hereto.

SCHEDULE 14 - Sheet S-2, South Abutment Plan
Re-issue plan, per sheet S-2, attached hereto.

SCHEDULE 15 - Sheet S-3, North Abutment Plan
Re-issue plan, per sheet S-3, attached hereto.

PART 3 - ANSWERS TO BIDDERS QUESTIONS

SCHEDULE 0 - For the required demo, (i.e. removal of driveways, sidewalks, slope paving boulders, etc.), how are these to be paid for?

All demolition & removals are paid as described in bid items 8, 10, & 1-1.

SCHEDULE 1 - Some of the work is to be on the RR ROW. What insurance requirements and what limits are they requiring? Also will the city be picking up the cost of any required flagman while working in the ROW?

All work shown on "C" sheets requiring work within the RR R-O-W has been removed. See "C" sheets attached hereto. Per the COH, "There should be no need for the contractor to get in around the track area. The local rail people on Church Street will need to be notified so they will contact their signal people who do their maintenance".

SCHEDULE 2 - Can the city provide as built drawing for the existing irrigation system so we can have a better idea how items will tie in together?

Irrigation as-builts of Veterans Park are attached hereto. These are not construction drawings. These are un-verified, as supplied by contractor, COH makes no warranty as to correctness of information as shown on the as-builts.

SCHEDULE 3 - Will any digital as-builts be required and if so will an item be set up for this?

Digital as-builts are not required. Red lined as-builts of all plans are required. As-builts are incidental to project and no special pay item will be established.

SCHEDULE 4 - On the retaining wall either side of the box culvert, we do not see how the retaining wall will work with the face of wing and footing interface. Also the lintel, support note at the end has no detail and we are having trouble seeing how that will work as well, so we need clarification.

The existing box culvert wing wall is recognized as an existing condition that the contractor will have to work with during construction of footing "toe". It is permissible to exclude the footing toe as shown in details A & C on sheet S-1 for the first one to two feet of the footing as required for clearance of existing wing wall. Lintel is to be installed as per standard industry practice with the anchors as required per detail "A" sheet C15 attached hereto.

SCHEDULE 5 - On the pedestrian bridge, can we get a detail or a picture of the required rub rail that is to be mounted 42" above of the walking surface?

The bidder / contractor shall consult Special Provision 10000 sub-section 2.5.5, for rub rail requirements for pedestrian bridge. Bidder / contractor is to provide shop drawings. Additionally, per special Provision 10000, sub-section 2.3.3, the Pedestrian Bridge is a "bike path structure".

SCHEDULE 6 - On the bridge, we would like to see if Big R manufacturing would be an acceptable bridge producer for this project? Their information can be found on the web. Also they provided a 160-foot pedestrian span on the Flint River greenway for the City of Huntsville several years ago.

Procedure for approving bridge suppliers is found in Special Provision 10000.

SCHEDULE 7 - Will any isolation joint be required in the stone veneer?

All stone veneer installed over isolation joints of retaining walls shall also receive isolation joints (backer rod & sealant) in line with retaining wall joints. Joint sealant in stone veneer joints shall match color of veneer; submittal of color chart required.

SCHEDULE 8 - What type of limestone is required? Typically it is either Indiana or Alabama.

Indiana or Alabama limestone is acceptable for retaining wall copings; all limestone should be supplied from one source / quarry.

SCHEDULE 9 - On the bridge footings there is a 6-inch drain at the bottom of the footing. Where is the end point of this drain footing?

6" inch footing drain shown in details A & B of sheets S-2 & S-3 is deleted; see re-issued sheets S-2 & S-3 attached hereto.

SCHEDULE 10 - No traffic control items are set up. A small amount of lane closures will have to take place. Can we put under mobilization?

Contractor shall install, maintain and remove any and all traffic control as required by specifications and MUTCD. This shall be a subsidiary obligation to Mobilization bid item and no additional compensation shall be paid.

SCHEDULE 11 - If contaminated soils are uncovered, will the city pick up the extra cost of transportation and fees, and other cost to a permitted facility?

No evidence of contaminated soils is known in project area. Should contaminated soils be encountered, they will be handled through change order procedure should removal and replacement be required by COH.

PART 4 - SPECIAL PROVISIONS

SCHEDULE 0 - Special Provision 6000

A) Part 2, 2.01, B (1)

- 4.1 Item b. delete as written and substitute the following: b. Color and finish: Owner and Landscape Architect shall select standard colors and finishes of "Holland Stone" pavers. Pavers shall be laid in 45 degree Herringbone pattern.
- 4.2 Item d. change size of pavers to 2-3/8 inch thick.

B) Replace the word "sub-slab" with the word subgrade in all subsections.

SCHEDULE 1 - Special Provision 10000

A) Sub-section 11.0 Foundations, add the following statement:

- 4.1 Should any bidder / contractor submit shop drawings other than designed bridge per these plans and special provision 10000, all costs / fees associated in foundation or connection analysis or design by owner, or owner's consultant, shall be at bidder / contractors expense.

PART 5 - GEOTECH REPORT

SCHEDULE 0 - Add boring logs B-9, B-9A & B-10 attached hereto.

PART 6 - MISCELLANEOUS

SCHEDULE 0 - Guardrail Post Caps

Bidder / contractor shall supply and install guardrail post caps by Alabama Guardrail (or approved equal) on existing guardrail located in Bud Cramer Park adjacent to project. This work shall be considered incidental to the project and no special pay item will be established.

SCHEDULE 1 - Clarification to LED lighting, Option 4A

LED lighting complete in place shall include all labor & materials. Contractor shall submit lighting package for approval prior to proceeding with purchase of any materials or work.

SCHEDULE 2 - Food Trucks

The COH is allowing food vendor trucks to be present in the stone surface parking lot north of creek on Thursday, Friday, and Saturday nights starting at 8:30 PM. We anticipate no conflicts between the greenway project and these trucks. Contractor is requested to keep equipment close to the top of creek bank during these periods.

SCHEDULE 3 - Storage Yard

A 50' x 50' area in the northeast corner of the existing stone surface parking lot, on north side of the creek will be allowed during the time suspension associated with Whistle Stop. This is subject to change or modification. Any fencing associated with storage yard is incidental to the project and no special pay item will be established. Any damages to secured area are at contractor's expense and the COH shall be held harmless.

SCHEDULE 4 - Bridge

The Pedestrian Bridge is to be bid as designed with spread footings. If the successful bidder should prefer the use of pilings in lieu of spread footings, an RFI should be submitted by contractor to the COH after award of project requesting same. Contractor, at minimum, will be required to submit shop drawings and design calculations from an Alabama registered professional engineer for approval.

SCHEDULE 5 - Tree Planting

Tree planting / installation for the area on the south side of the creek shall be after October 1, 2014.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. All addenda, and attachments for the above-referenced project will become part of the contract documents. 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: Revised Plan Sheets – Cover Sheet
Sheets C2, C3, C4, C5, C6, C7, C9, C10, C11, C12
C14, C15, S-1, S-2, S-3
Irrigation As-Builts of Veterans Park
Boring Logs B-9, B-9A, B-10**

END OF ADDENDUM #4

BASE BID PARKING LOT IMPROVEMENTS,
PEDESTRIAN BRIDGE, PLAZA AREA,
6' WIDE SIDEWALK

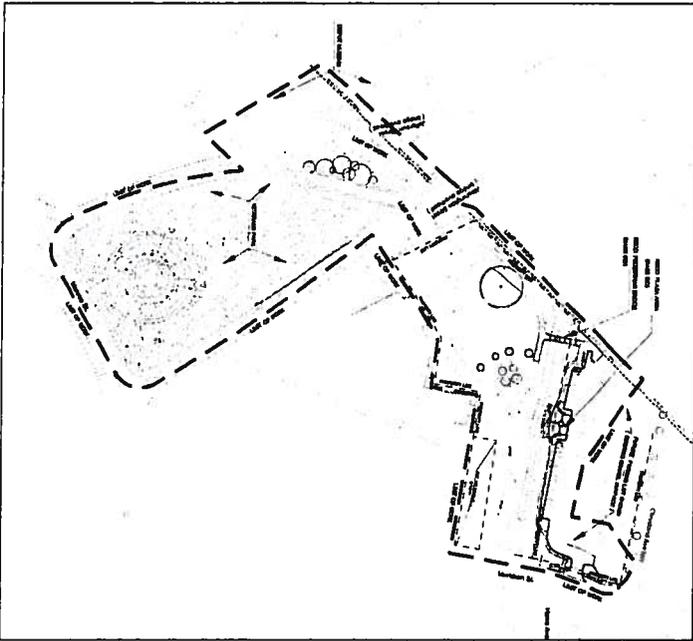
SHEET NO.	TITLE
C-1	EXISTING TOPOGRAPHIC SURVEY
C-2	LAYOUT PLAN
C-3	KEYNOTE PLAN - EAST
C-4	KEYNOTE PLAN - WEST
C-5	CREEK BANK TREATMENT PLAN
C-6	EROSION CONTROL PLAN
C-7	GRADING PLAN - EAST
C-8	GRADING PLAN - WEST
C-9	PEDESTRIAN BRIDGE
C-10	CONSTRUCTION DETAILS
C-11	STORM SEWER DETAILS
C-12	SOUTH ADJUTMENT PLAN
C-13	NORTH ADJUTMENT PLAN



HUNTSVILLE
The Star of Alabama

GATEWAY GREENWAY PHASE II
PROJECT NO. 65-13-WP01

FOR
CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA
BY
LAND DESIGN SOLUTIONS, INC
636 LINDA STREET, HUNTSVILLE, AL 35811
(256) 714 - 1470

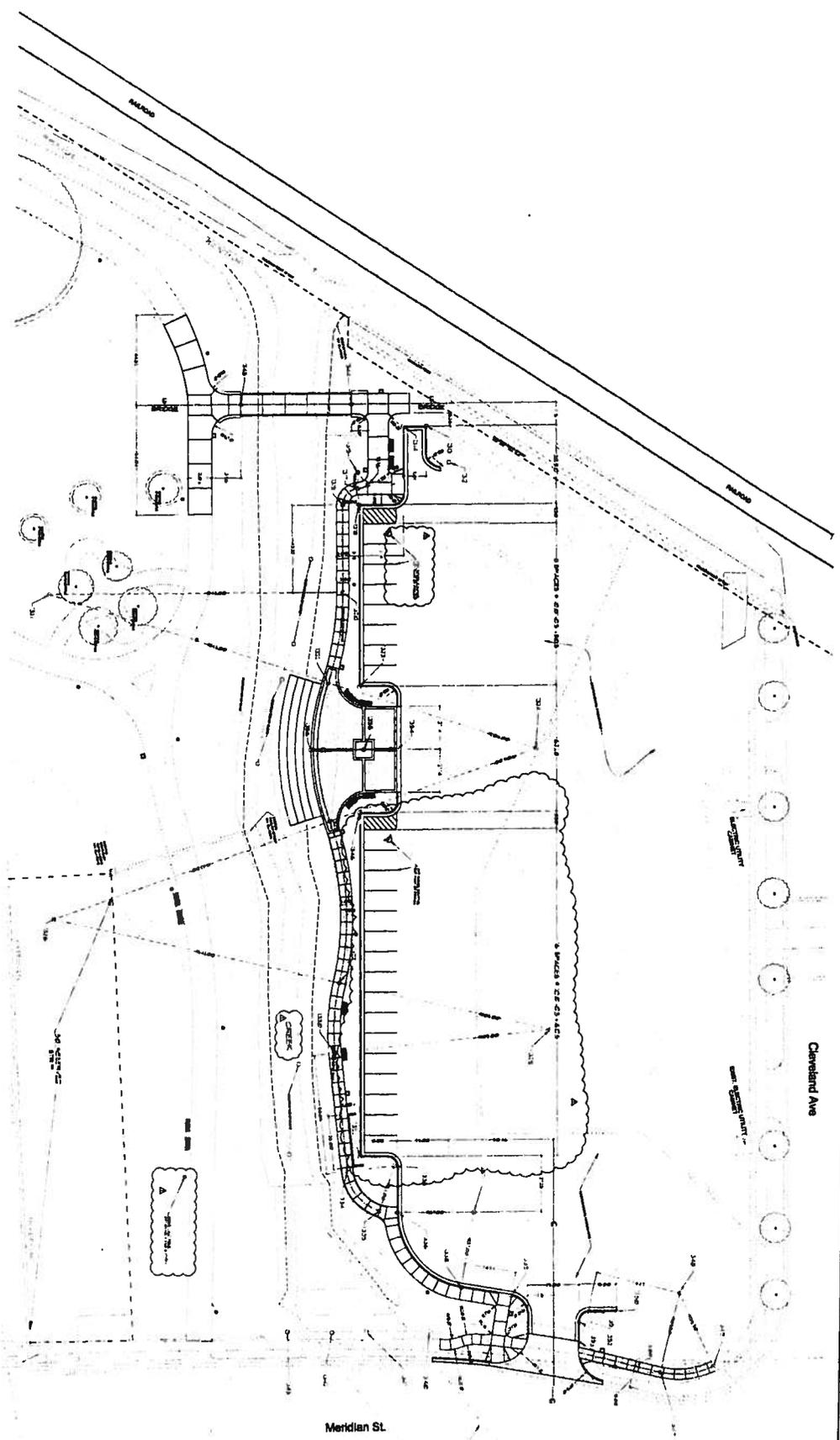


LOCATION MAP
SCALE 1" = 100'



OPTION NO. 1. BOX CULVERT AREA	
SHEET NO.	TITLE
C-12	ALTERNATE NO. 1 GRADING & KEYNOTE PLAN
B-11	CULVERT PLAN VIEW
OPTION NO. 2. IRRIGATION	
SHEET NO.	TITLE
C-10	TREE IRRIGATION PLAN
C-11	IRRIGATION PLAN
C-11	IRRIGATION DETAILS
OPTION NO. 3. LANDSCAPING	
SHEET NO.	TITLE
C9	LANDSCAPE PLAN
C16	LANDSCAPE DETAILS
OPTION NO. 4. SITE LIGHTING	
SHEET NO.	TITLE
E-11	HUNTSVILLE UTILITIES ELECTRICAL / LIGHTING PLAN
OPTION NO. 5. FIELD STONE BOULDERS	
SHEET NO.	TITLE
C-15	CREEBANK TREATMENT PLAN
C-16	LANDSCAPE DETAILS
OPTION NO. 6. RIVER STONE BOULDERS	
SHEET NO.	TITLE
C-15	CREEBANK TREATMENT PLAN
C-16	LANDSCAPE DETAILS





Point No.	Description of Point	Surveying	Easting
101	Corner of Block of Clark	1928.12.10	4294.07
102	Corner of Block of Clark	1928.12.10	4294.07
103	Corner of Block of Clark	1928.12.10	4294.07
104	Corner of Block of Clark	1928.12.10	4294.07
105	Corner of Block of Clark	1928.12.10	4294.07
106	Corner of Block of Clark	1928.12.10	4294.07
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Point No.	Description of Point	Surveying	Easting
121	Corner of Block of Clark	1928.12.10	4294.07
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Point No.	Description of Point	Surveying	Easting
141	Corner of Block of Clark	1928.12.10	4294.07
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LAYOUT PLAN NOTES

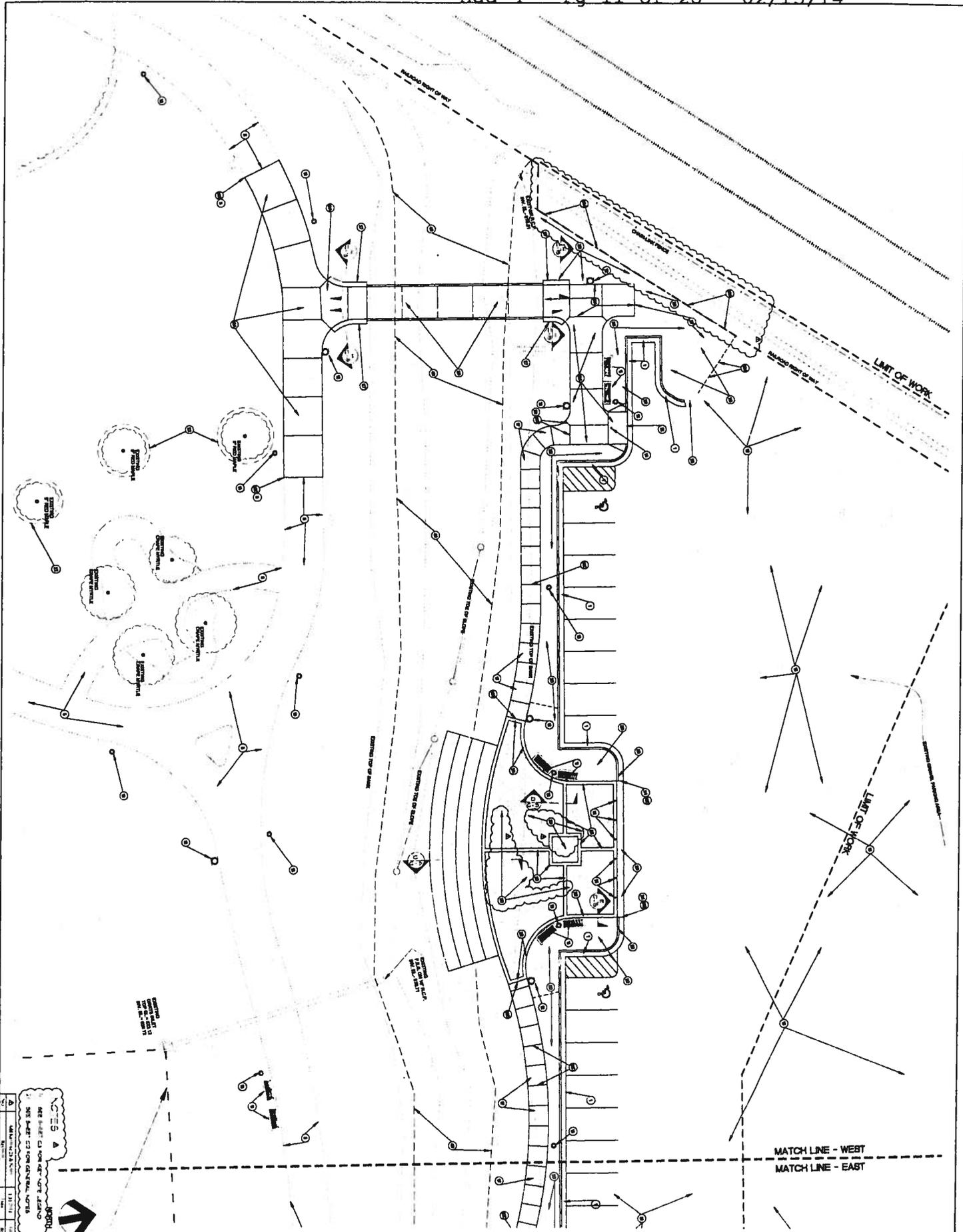
- All dimensions are in feet and inches.
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NOTE:

NO PART OF THIS PLAN OR ANY PART THEREOF SHALL BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF LAND DESIGN SOLUTIONS.



C2



1. SEE SHEET C3 FOR GENERAL NOTES
 2. SEE SHEET C4 FOR GENERAL NOTES
 3. SEE SHEET C5 FOR GENERAL NOTES
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 92. SEE SHEET C94 FOR GENERAL NOTES
 93. SEE SHEET C95 FOR GENERAL NOTES
 94. SEE SHEET C96 FOR GENERAL NOTES
 95. SEE SHEET C97 FOR GENERAL NOTES
 96. SEE SHEET C98 FOR GENERAL NOTES
 97. SEE SHEET C99 FOR GENERAL NOTES
 100. SEE SHEET C100 FOR GENERAL NOTES

C4

GATEWAY GREENWAY
PHASE TWO
Keynote Plan-West

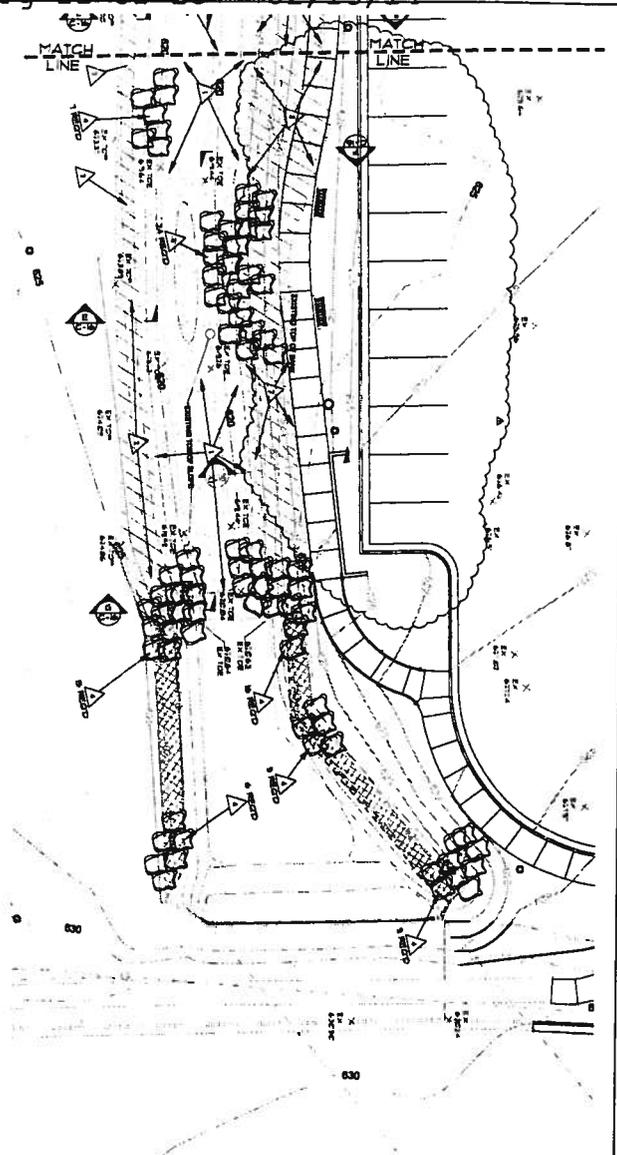
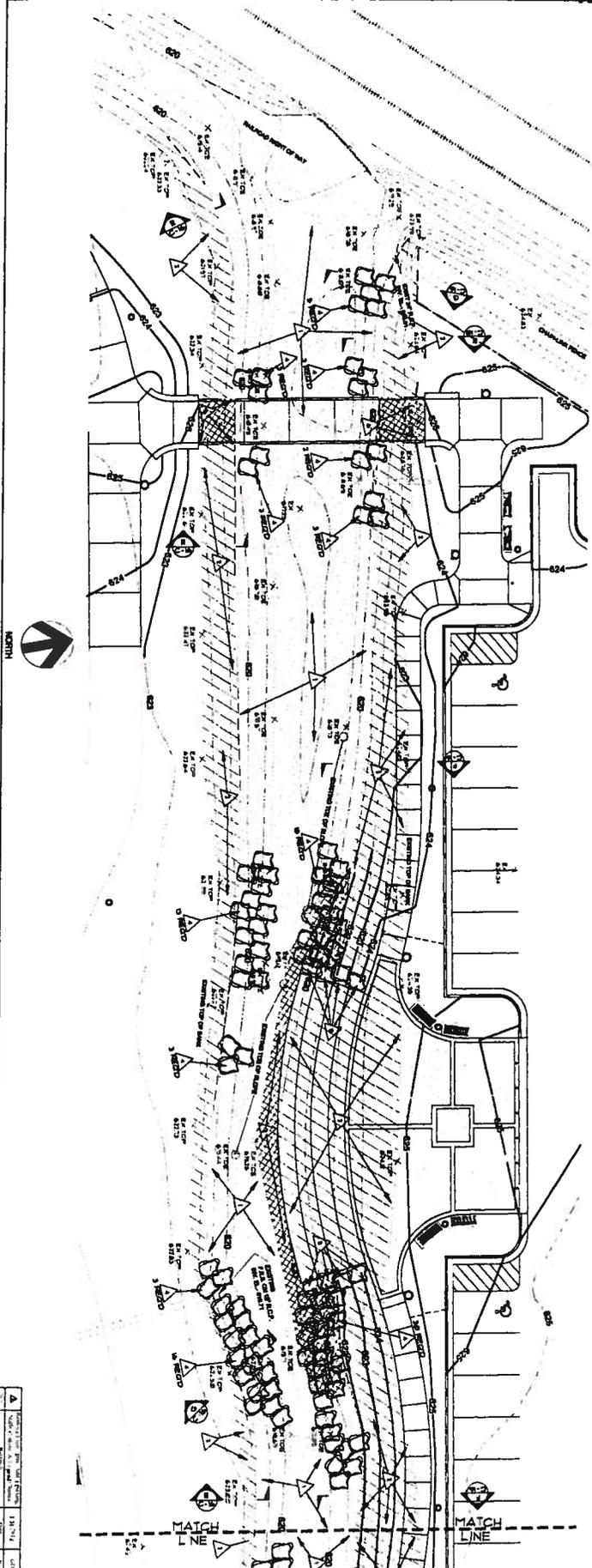
DATE: December 13, 2013 SCALE: 1"=10'

LAND DESIGN SOLUTIONS

6996 LINDA STREET
 HUNTSVILLE, ALABAMA 35811

256.714.1470





Meridian St.

GENERAL NOTES

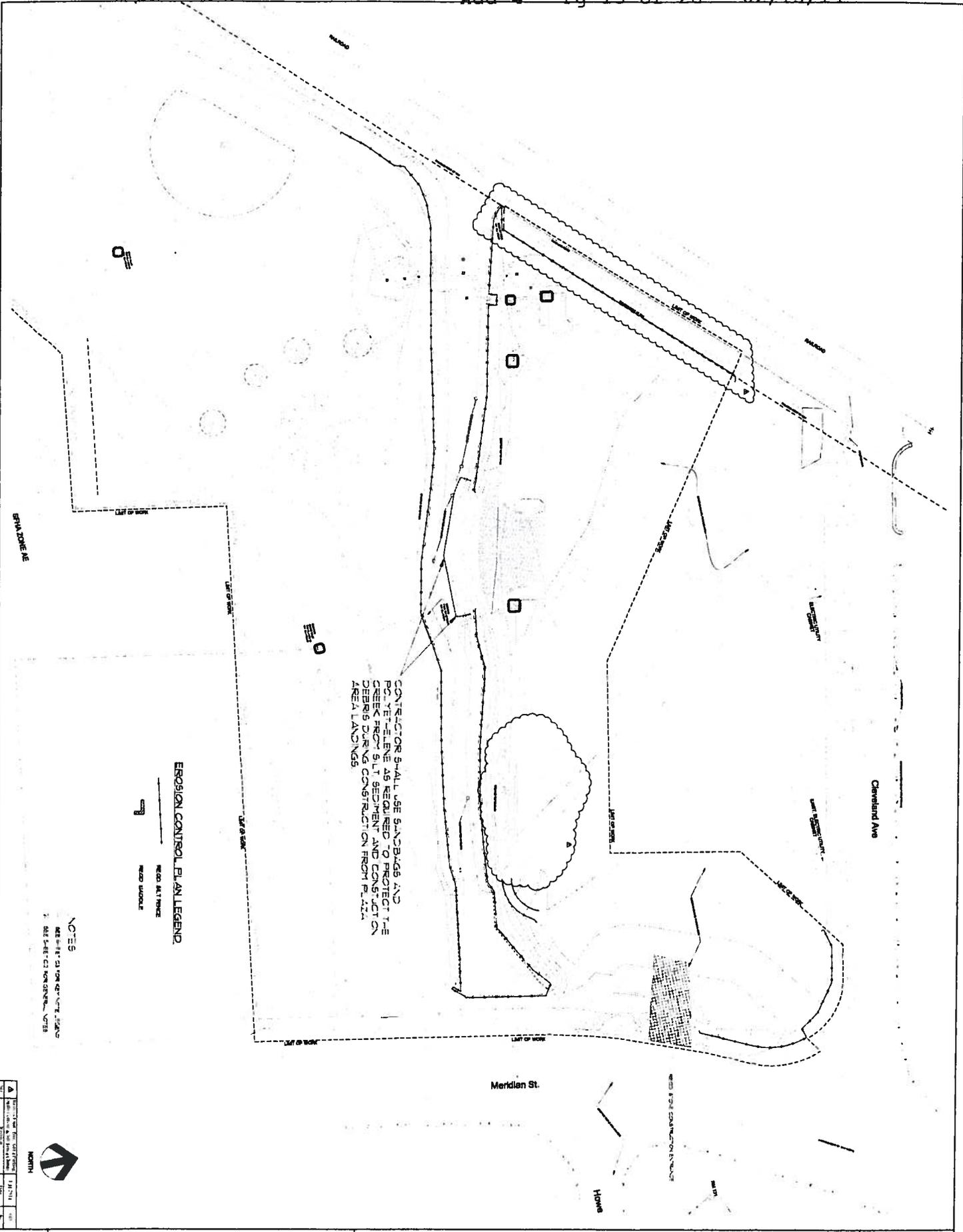
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HUNTSVILLE SPECIFICATIONS FOR WATER TREATMENT PLANTS.
2. ALL STRUCTURES SHALL BE CONSTRUCTED TO A MINIMUM DESIGN LIFE OF 20 YEARS.
3. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A WIND SPEED OF 100 MPH.
4. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A SEISMIC RISK OF 0.1% ANNUAL CHANCE EXCESS.
5. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 1% ANNUAL CHANCE EXCESS.
6. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.1% ANNUAL CHANCE EXCESS.
7. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.01% ANNUAL CHANCE EXCESS.
8. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.001% ANNUAL CHANCE EXCESS.
9. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.0001% ANNUAL CHANCE EXCESS.
10. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.00001% ANNUAL CHANCE EXCESS.
11. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.000001% ANNUAL CHANCE EXCESS.
12. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.0000001% ANNUAL CHANCE EXCESS.
13. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.00000001% ANNUAL CHANCE EXCESS.
14. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.000000001% ANNUAL CHANCE EXCESS.
15. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.0000000001% ANNUAL CHANCE EXCESS.
16. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.00000000001% ANNUAL CHANCE EXCESS.
17. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.000000000001% ANNUAL CHANCE EXCESS.
18. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.0000000000001% ANNUAL CHANCE EXCESS.
19. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.00000000000001% ANNUAL CHANCE EXCESS.
20. ALL STRUCTURES SHALL BE DESIGNED TO WITHSTAND A FLOOD RISK OF 0.000000000000001% ANNUAL CHANCE EXCESS.

C5

**GATEWAY GREENWAY
PHASE TWO
Creek Bank Treatment Plan**
DATE: December 13, 2013 SCALE: 1"=10'

LAND DESIGN SOLUTIONS
6996 LINDA STREET
HUNTSVILLE, ALABAMA 35811
256.714.1470





CONTRACTOR SHALL USE SANDBAGS AND POLY TIE-BEAMS AS REQUIRED TO PROTECT THE CURB FROM ALL SEDIMENT AND CONSTRUCTION DEBRIS DURING CONSTRUCTION FROM PAVED AREA LANDINGS

EROSION CONTROL PLAN LEGEND

- SILT FENCE
- VEGETATIVE BUFFER
- SEDIMENT BASIN
- SAND BAG

NOTES

1. SEE SHEET 12 FOR CONSTRUCTION DETAILS
2. SEE SHEET 13 FOR CONSTRUCTION DETAILS

DATE	1/21/14
BY	...
CHECKED BY	...
SCALE	1"=20'



C6

**GATEWAY GREENWAY
PHASE TWO
Erosion Control Plan**

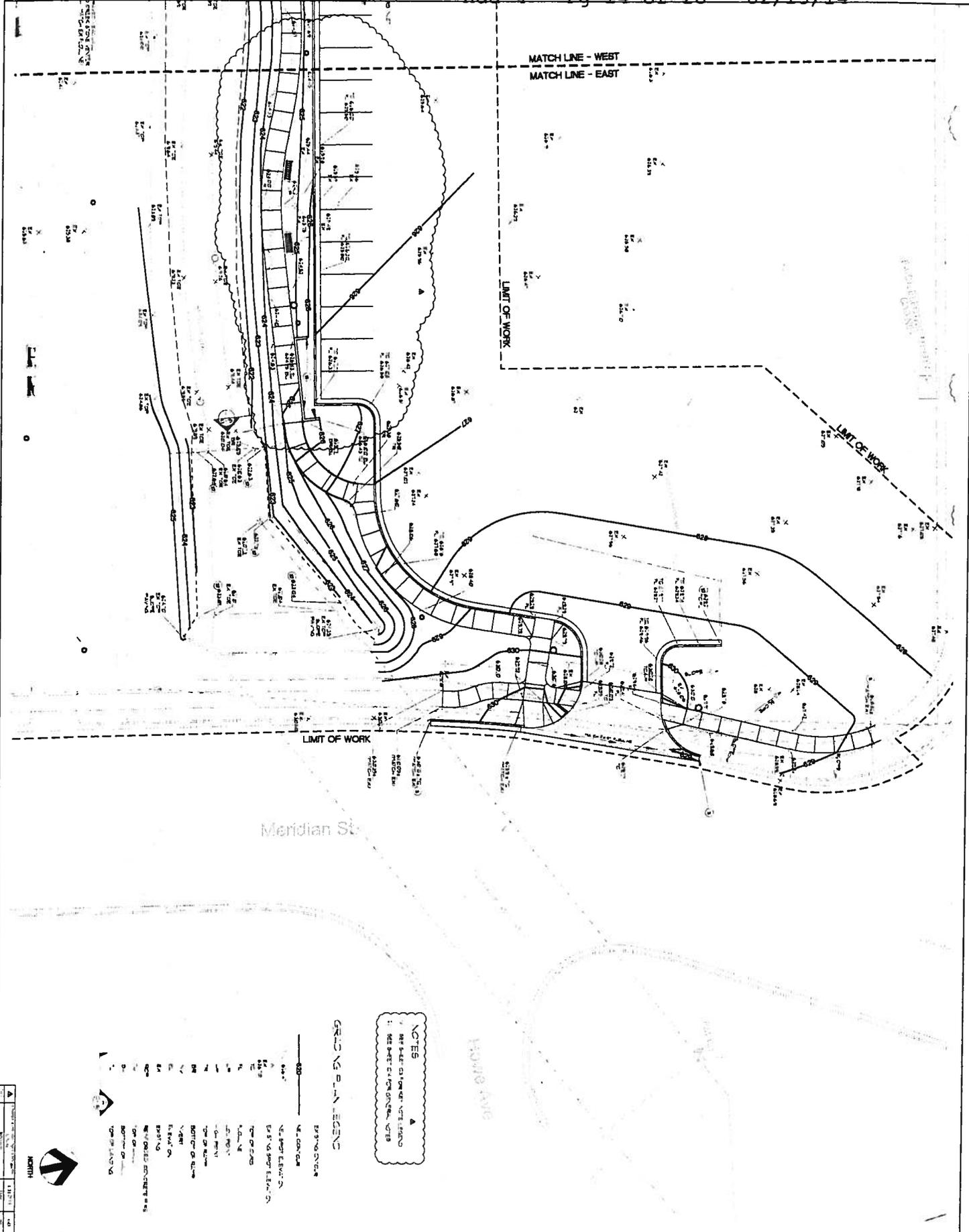
DATE: December 13, 2013 SCALE: 1"=20'

LAND DESIGN SOLUTIONS

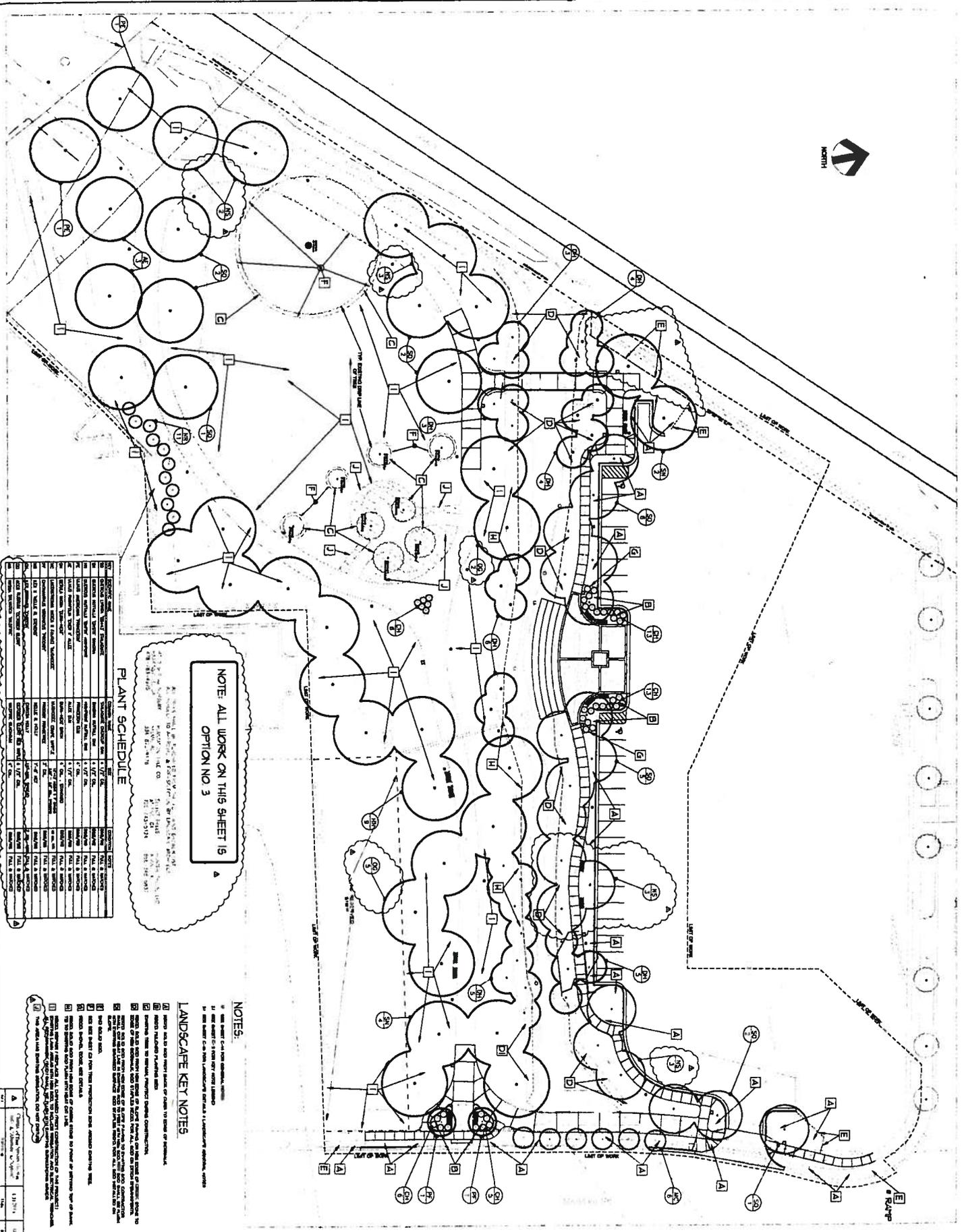
6996 LINDA STREET
HUNTSVILLE, ALABAMA 35811

256.714.1470





C7	GATEWAY GREENWAY PHASE TWO Grading Plan-East	LAND DESIGN SOLUTIONS 6996 LINDA STREET HUNTSVILLE, ALABAMA 35811	DATE December 13, 2013 SCALE: 1"=10' 
	256.714.1470		



PLANT SCHEDULE

NO.	SYMBOL	PLANT NAME	SIZE	QUANTITY	NOTES
1	(Symbol)	...	...	...	...
2	(Symbol)	...	...	...	...
3	(Symbol)	...	...	...	...
4	(Symbol)	...	...	...	...
5	(Symbol)	...	...	...	...
6	(Symbol)	...	...	...	...
7	(Symbol)	...	...	...	...
8	(Symbol)	...	...	...	...
9	(Symbol)	...	...	...	...
10	(Symbol)	...	...	...	...
11	(Symbol)	...	...	...	...
12	(Symbol)	...	...	...	...
13	(Symbol)	...	...	...	...
14	(Symbol)	...	...	...	...
15	(Symbol)	...	...	...	...
16	(Symbol)	...	...	...	...
17	(Symbol)	...	...	...	...
18	(Symbol)	...	...	...	...
19	(Symbol)	...	...	...	...
20	(Symbol)	...	...	...	...
21	(Symbol)	...	...	...	...
22	(Symbol)	...	...	...	...
23	(Symbol)	...	...	...	...
24	(Symbol)	...	...	...	...
25	(Symbol)	...	...	...	...
26	(Symbol)	...	...	...	...
27	(Symbol)	...	...	...	...
28	(Symbol)	...	...	...	...
29	(Symbol)	...	...	...	...
30	(Symbol)	...	...	...	...
31	(Symbol)	...	...	...	...
32	(Symbol)	...	...	...	...
33	(Symbol)	...	...	...	...
34	(Symbol)	...	...	...	...
35	(Symbol)	...	...	...	...
36	(Symbol)	...	...	...	...
37	(Symbol)	...	...	...	...
38	(Symbol)	...	...	...	...
39	(Symbol)	...	...	...	...
40	(Symbol)	...	...	...	...
41	(Symbol)	...	...	...	...
42	(Symbol)	...	...	...	...
43	(Symbol)	...	...	...	...
44	(Symbol)	...	...	...	...
45	(Symbol)	...	...	...	...
46	(Symbol)	...	...	...	...
47	(Symbol)	...	...	...	...
48	(Symbol)	...	...	...	...
49	(Symbol)	...	...	...	...
50	(Symbol)	...	...	...	...

NOTE: ALL WORK ON THIS SHEET IS OPTION NO 3

DATE: 12/13/2013
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: GATEWAY GREENWAY PHASE TWO

- NOTES:**
- SEE SHEET C-1 FOR GENERAL NOTES.
 - SEE SHEET C-2 FOR GENERAL NOTES.
 - SEE SHEET C-3 FOR GENERAL NOTES.
 - SEE SHEET C-4 FOR GENERAL NOTES.
 - SEE SHEET C-5 FOR GENERAL NOTES.
 - SEE SHEET C-6 FOR GENERAL NOTES.
 - SEE SHEET C-7 FOR GENERAL NOTES.
 - SEE SHEET C-8 FOR GENERAL NOTES.
 - SEE SHEET C-9 FOR GENERAL NOTES.
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 - SEE SHEET C-48 FOR GENERAL NOTES.
 - SEE SHEET C-49 FOR GENERAL NOTES.
 - SEE SHEET C-50 FOR GENERAL NOTES.
- LANDSCAPE KEY NOTES:**
- SEE SHEET C-1 FOR GENERAL NOTES.
 - SEE SHEET C-2 FOR GENERAL NOTES.
 - SEE SHEET C-3 FOR GENERAL NOTES.
 - SEE SHEET C-4 FOR GENERAL NOTES.
 - SEE SHEET C-5 FOR GENERAL NOTES.
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 - SEE SHEET C-46 FOR GENERAL NOTES.
 - SEE SHEET C-47 FOR GENERAL NOTES.
 - SEE SHEET C-48 FOR GENERAL NOTES.
 - SEE SHEET C-49 FOR GENERAL NOTES.
 - SEE SHEET C-50 FOR GENERAL NOTES.

C9

**GATEWAY GREENWAY
 PHASE TWO
 Landscape Plan**

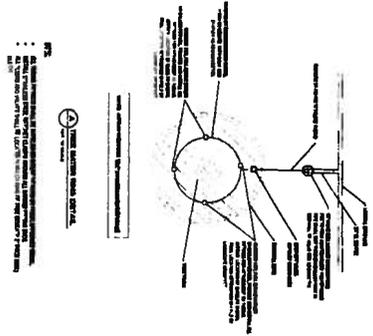
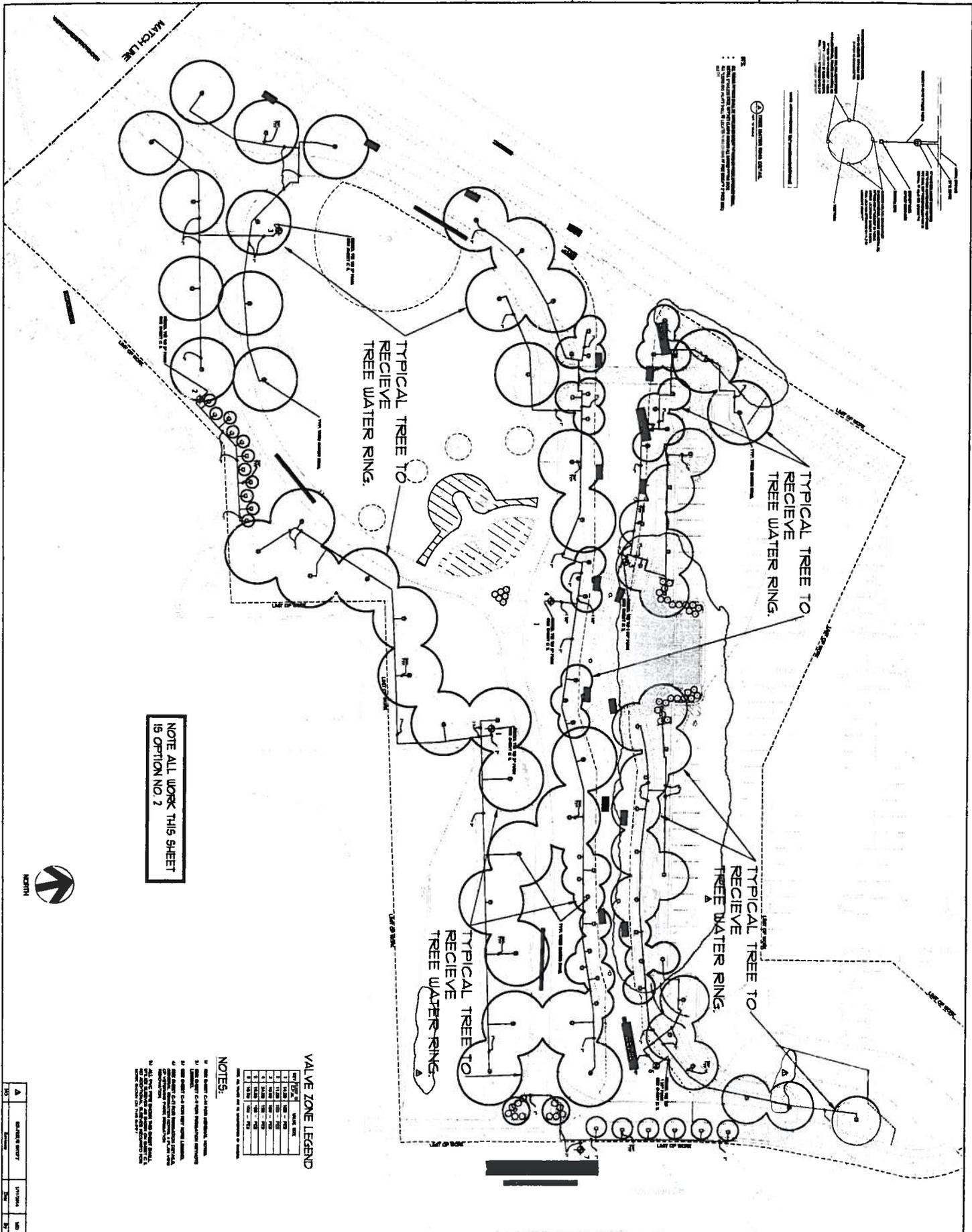
DATE: December 13, 2013 SCALE: 1"=20'

LAND DESIGN SOLUTIONS

6996 LINDA STREET
 HUNTSVILLE, ALABAMA 35811

256.714.1470





NOTE ALL WORK THIS SHEET IS OPTION NO. 2

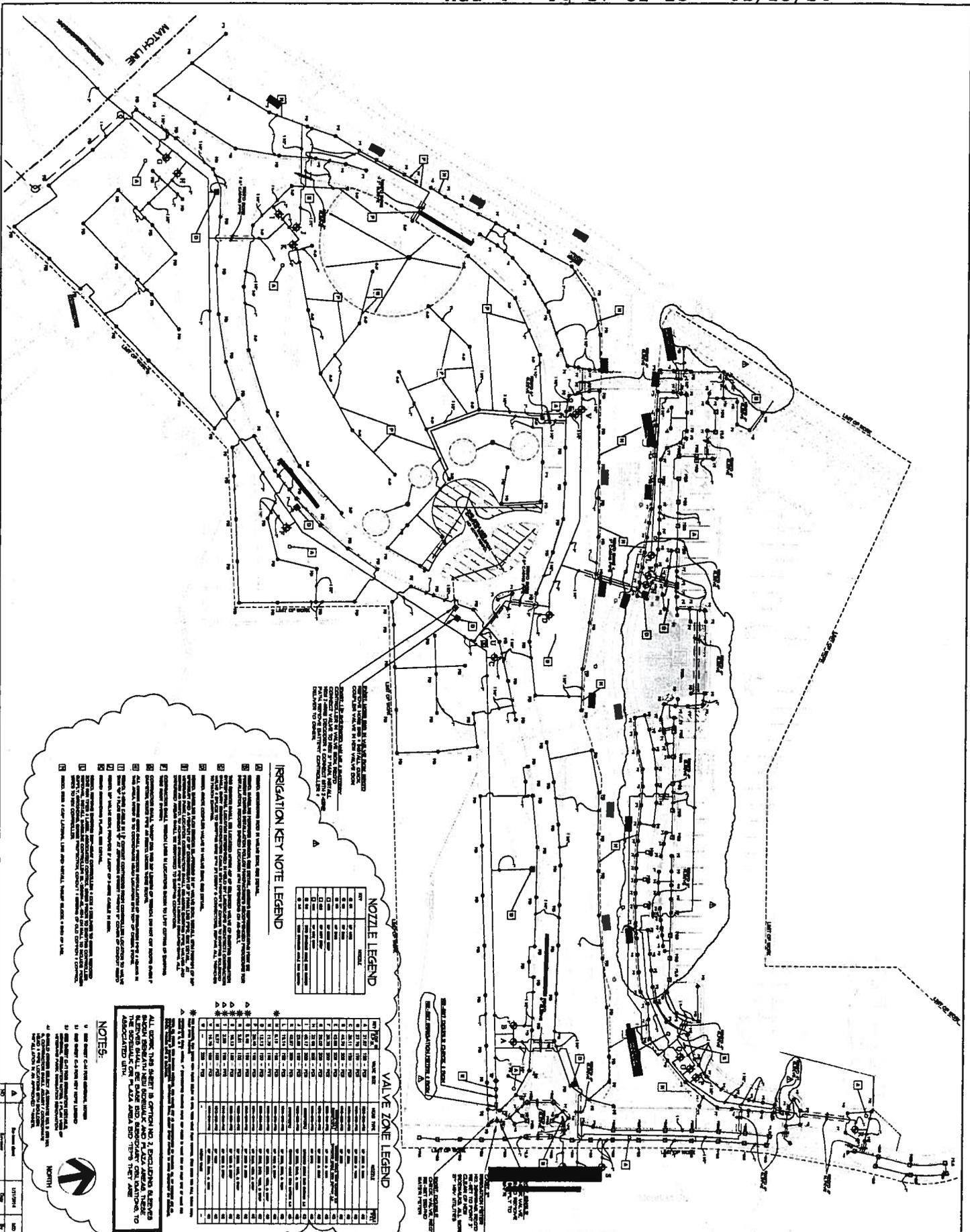


- NOTES:**
1. SEE SHEET C-10 FOR INITIAL NOTES.
 2. SEE SHEET C-10 FOR INITIAL NOTES.
 3. SEE SHEET C-10 FOR INITIAL NOTES.
 4. SEE SHEET C-10 FOR INITIAL NOTES.
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 17. SEE SHEET C-10 FOR INITIAL NOTES.
 18. SEE SHEET C-10 FOR INITIAL NOTES.
 19. SEE SHEET C-10 FOR INITIAL NOTES.
 20. SEE SHEET C-10 FOR INITIAL NOTES.

VALVE ZONE LEGEND

VALVE NO.	VALVE TYPE	VALVE SIZE
1	2" BALL VALVE	2"
2	2" BALL VALVE	2"
3	2" BALL VALVE	2"
4	2" BALL VALVE	2"
5	2" BALL VALVE	2"
6	2" BALL VALVE	2"
7	2" BALL VALVE	2"
8	2" BALL VALVE	2"
9	2" BALL VALVE	2"
10	2" BALL VALVE	2"
11	2" BALL VALVE	2"
12	2" BALL VALVE	2"
13	2" BALL VALVE	2"
14	2" BALL VALVE	2"
15	2" BALL VALVE	2"
16	2" BALL VALVE	2"
17	2" BALL VALVE	2"
18	2" BALL VALVE	2"
19	2" BALL VALVE	2"
20	2" BALL VALVE	2"

NO.	REVISION	DATE	BY



IRRIGATION KEY NOTE LEGEND

- 1. IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 4. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 5. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 8. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 9. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 10. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 11. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 12. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 13. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 14. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 15. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 16. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 17. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 18. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 19. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
- 20. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.

NOZZLE LEGEND

NOZZLE	TYPE	SIZE	SPACING
1	1/2"	1/2"	12"
2	3/4"	3/4"	12"
3	1"	1"	12"
4	1 1/4"	1 1/4"	12"
5	1 1/2"	1 1/2"	12"
6	1 3/4"	1 3/4"	12"
7	2"	2"	12"
8	2 1/4"	2 1/4"	12"
9	2 1/2"	2 1/2"	12"
10	2 3/4"	2 3/4"	12"
11	3"	3"	12"
12	3 1/4"	3 1/4"	12"
13	3 1/2"	3 1/2"	12"
14	3 3/4"	3 3/4"	12"
15	4"	4"	12"
16	4 1/4"	4 1/4"	12"
17	4 1/2"	4 1/2"	12"
18	4 3/4"	4 3/4"	12"
19	5"	5"	12"
20	5 1/4"	5 1/4"	12"
21	5 1/2"	5 1/2"	12"
22	5 3/4"	5 3/4"	12"
23	6"	6"	12"
24	6 1/4"	6 1/4"	12"
25	6 1/2"	6 1/2"	12"
26	6 3/4"	6 3/4"	12"
27	7"	7"	12"
28	7 1/4"	7 1/4"	12"
29	7 1/2"	7 1/2"	12"
30	7 3/4"	7 3/4"	12"
31	8"	8"	12"
32	8 1/4"	8 1/4"	12"
33	8 1/2"	8 1/2"	12"
34	8 3/4"	8 3/4"	12"
35	9"	9"	12"
36	9 1/4"	9 1/4"	12"
37	9 1/2"	9 1/2"	12"
38	9 3/4"	9 3/4"	12"
39	10"	10"	12"
40	10 1/4"	10 1/4"	12"
41	10 1/2"	10 1/2"	12"
42	10 3/4"	10 3/4"	12"
43	11"	11"	12"
44	11 1/4"	11 1/4"	12"
45	11 1/2"	11 1/2"	12"
46	11 3/4"	11 3/4"	12"
47	12"	12"	12"

VALVE ZONE LEGEND

VALVE ZONE	VALVE	ZONE	VALVE	ZONE	VALVE	ZONE	VALVE	ZONE
1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6
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48	48	48	48	48	48	48	48	48
49	49	49	49	49	49	49	49	49
50	50	50	50	50	50	50	50	50

NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF HUNTSVILLE SPECIFICATIONS FOR IRRIGATION SYSTEMS.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
4. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
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20. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.

**GATEWAY GREENWAY
PHASE TWO
Irrigation Plan**

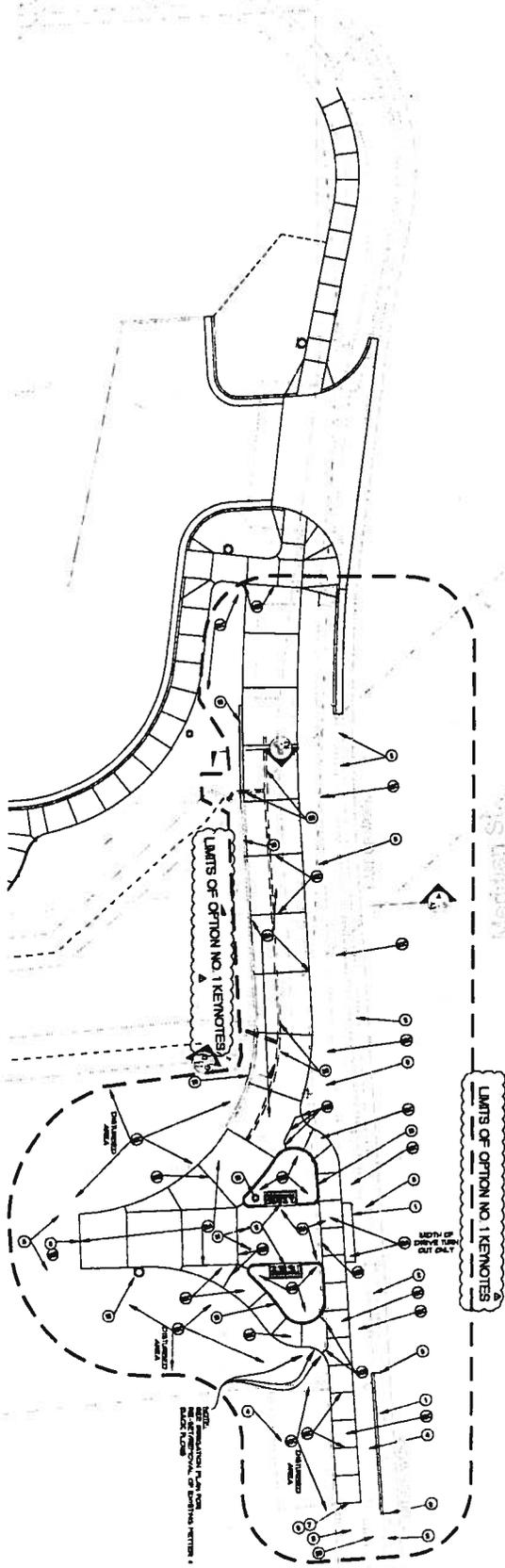
LAND DESIGN SOLUTIONS

DATE: December 13, 2013 SCALE: 1"=20'

6996 LINDA STREET
HUNTSVILLE, ALABAMA 35811

256.714.1470

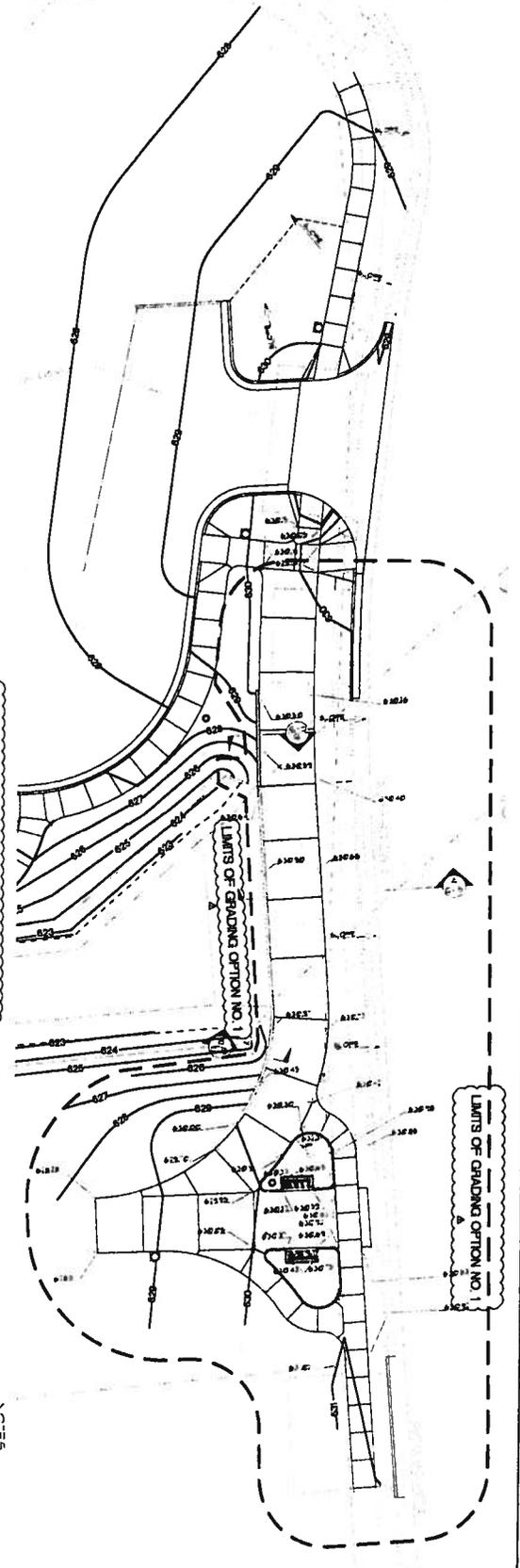
C11



OPTION NO. 1 KEY NOTE PLAN
SCALE: 1" = 10'



NOTES
1. SEE SHEET C-1 FOR GENERAL NOTES
2. SEE SHEET C-2 FOR GRADING PLAN
3. SEE SHEET C-3 FOR KEYNOTE PLAN
4. SEE SHEET C-4 FOR KEYNOTE PLAN
5. SEE SHEET C-5 FOR KEYNOTE PLAN
6. SEE SHEET C-6 FOR KEYNOTE PLAN
7. SEE SHEET C-7 FOR KEYNOTE PLAN
8. SEE SHEET C-8 FOR KEYNOTE PLAN
9. SEE SHEET C-9 FOR KEYNOTE PLAN
10. SEE SHEET C-10 FOR KEYNOTE PLAN
11. SEE SHEET C-11 FOR KEYNOTE PLAN
12. SEE SHEET C-12 FOR KEYNOTE PLAN
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18. SEE SHEET C-18 FOR KEYNOTE PLAN
19. SEE SHEET C-19 FOR KEYNOTE PLAN
20. SEE SHEET C-20 FOR KEYNOTE PLAN
21. SEE SHEET C-21 FOR KEYNOTE PLAN
22. SEE SHEET C-22 FOR KEYNOTE PLAN
23. SEE SHEET C-23 FOR KEYNOTE PLAN
24. SEE SHEET C-24 FOR KEYNOTE PLAN
25. SEE SHEET C-25 FOR KEYNOTE PLAN



OPTION NO. 1 GRADING PLAN
SCALE: 1" = 10'



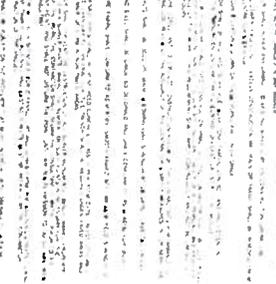
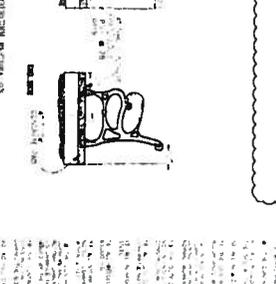
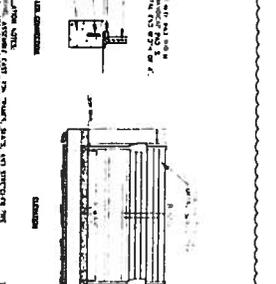
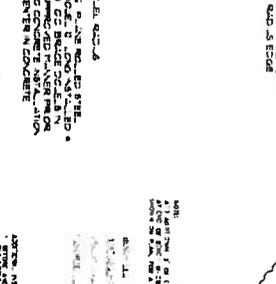
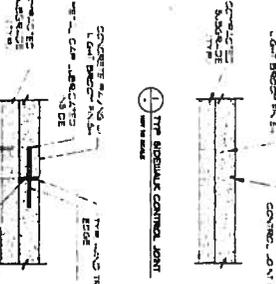
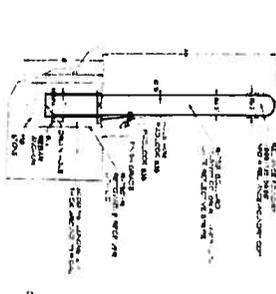
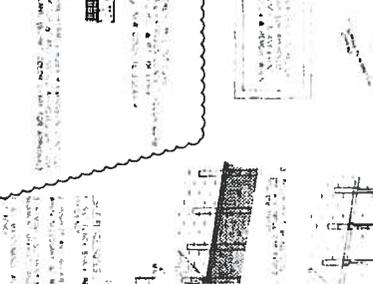
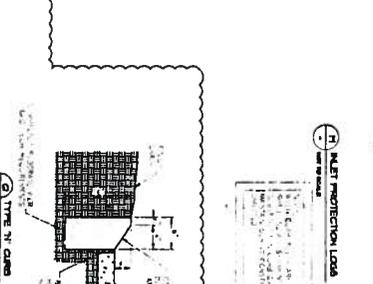
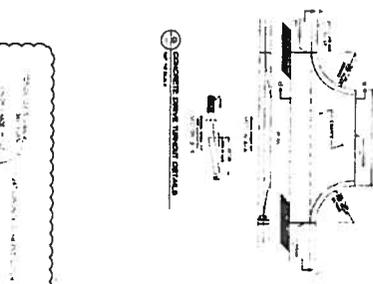
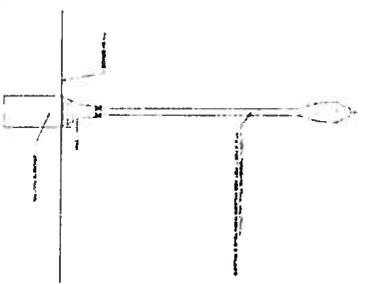
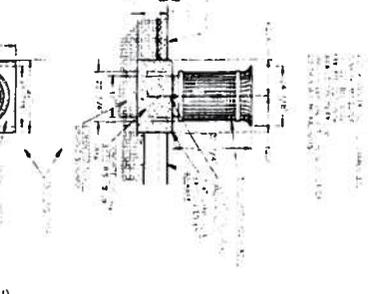
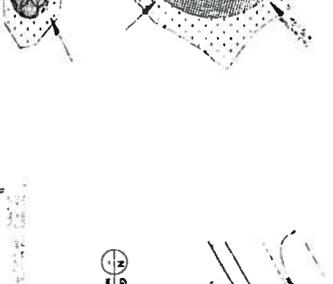
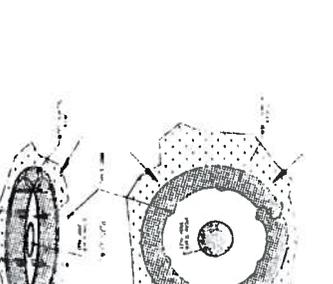
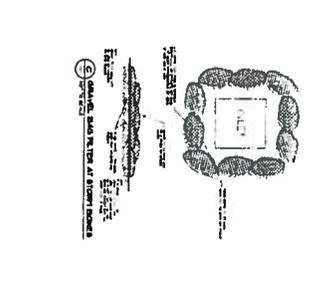
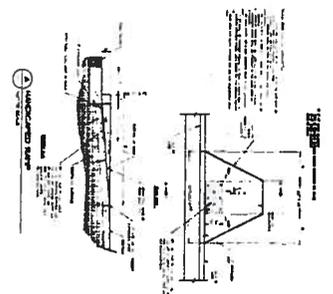
NOTES
1. SEE SHEET C-1 FOR GENERAL NOTES
2. SEE SHEET C-2 FOR GRADING PLAN
3. SEE SHEET C-3 FOR KEYNOTE PLAN
4. SEE SHEET C-4 FOR KEYNOTE PLAN
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21. SEE SHEET C-21 FOR KEYNOTE PLAN
22. SEE SHEET C-22 FOR KEYNOTE PLAN
23. SEE SHEET C-23 FOR KEYNOTE PLAN
24. SEE SHEET C-24 FOR KEYNOTE PLAN
25. SEE SHEET C-25 FOR KEYNOTE PLAN

C12

GATEWAY GREENWAY
PHASE TWO
Option No.1 Grading & Keynote Plans
DATE: December 13, 2013 SCALE: 1"=10'

LAND DESIGN SOLUTIONS
6996 LINDA STREET
HUNTSVILLE, ALABAMA 35811
256.714.1470





(E) REMOVABLE BOLLARD
NOT TO SCALE

(F) TYPICAL CURB
NOT TO SCALE

(G) TYPICAL CURB
NOT TO SCALE

(H) TYPICAL CURB
NOT TO SCALE

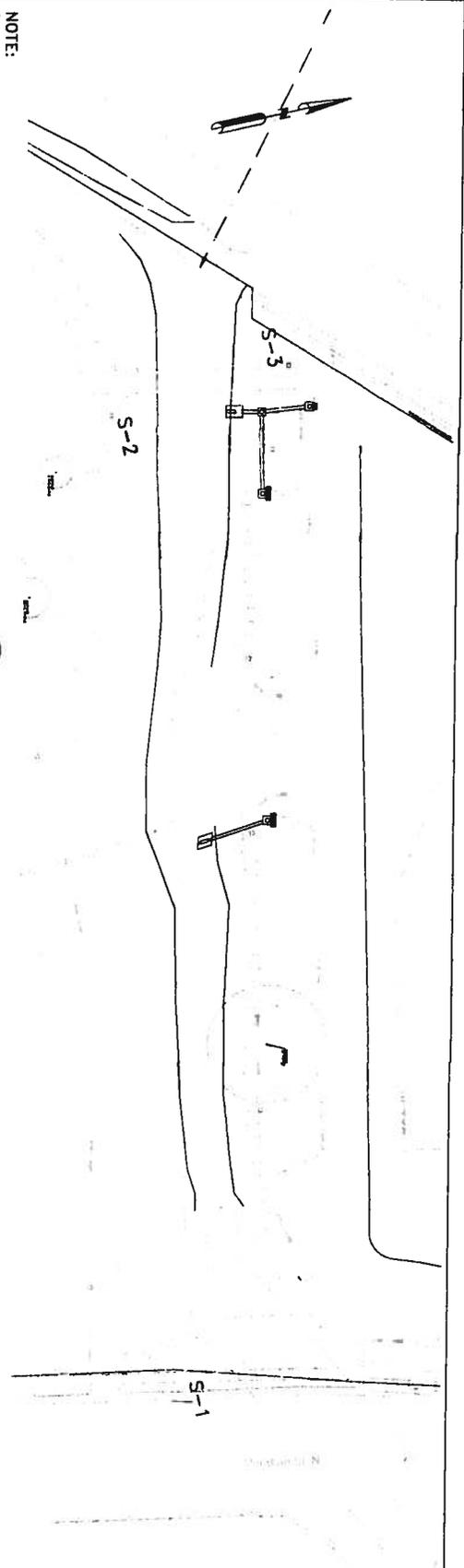
(I) TYPICAL CURB
NOT TO SCALE

(J) TYPICAL CURB
NOT TO SCALE

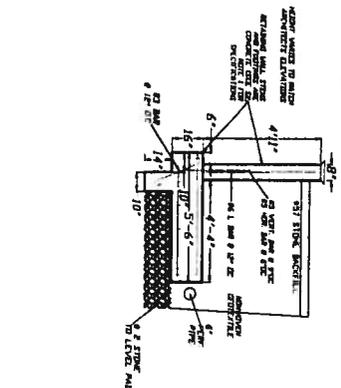
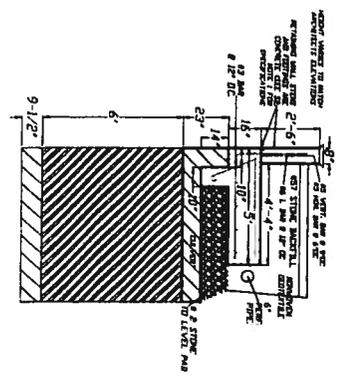
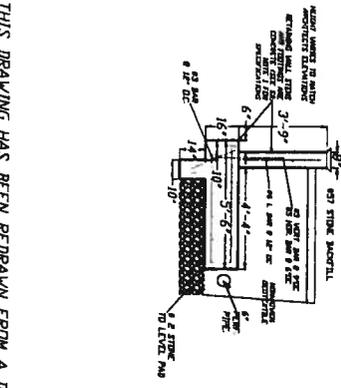
GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON EACH DRAWING.
4. ALL DIMENSIONS SHALL BE IN UNLESS OTHERWISE NOTED.
5. ALL FINISHES SHALL BE AS NOTED ON EACH DRAWING.
6. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE FINISH GRADE.
7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. ALL TRAFFIC SHALL BE KEPT OFF THE CONSTRUCTION SITE AT ALL TIMES.
9. ALL NEIGHBORING PROPERTIES SHALL BE PROTECTED FROM DAMAGE.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL, STATE, AND FEDERAL REGULATIONS.
13. ALL PERMITS SHALL BE OBTAINED PRIOR TO COMMENCING WORK.
14. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION.
15. ALL EXCAVATION SHALL BE PROTECTED AND REINFORCED AS NOTED.
16. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON FIRM, UNDISTURBED SOIL.
17. ALL FOUNDATIONS SHALL BE PROTECTED FROM FLOODING.
18. ALL FOUNDATIONS SHALL BE PROTECTED FROM COLLAPSE.
19. ALL FOUNDATIONS SHALL BE PROTECTED FROM SETTLEMENT.
20. ALL FOUNDATIONS SHALL BE PROTECTED FROM SLIDING.
21. ALL FOUNDATIONS SHALL BE PROTECTED FROM TILTING.
22. ALL FOUNDATIONS SHALL BE PROTECTED FROM CRACKING.
23. ALL FOUNDATIONS SHALL BE PROTECTED FROM CORROSION.
24. ALL FOUNDATIONS SHALL BE PROTECTED FROM WEAR AND TEAR.
25. ALL FOUNDATIONS SHALL BE PROTECTED FROM VIBRATION.
26. ALL FOUNDATIONS SHALL BE PROTECTED FROM SHOCK.
27. ALL FOUNDATIONS SHALL BE PROTECTED FROM IMPACT.
28. ALL FOUNDATIONS SHALL BE PROTECTED FROM COLLISION.
29. ALL FOUNDATIONS SHALL BE PROTECTED FROM OVERLOADING.
30. ALL FOUNDATIONS SHALL BE PROTECTED FROM UNIFORM LOADS.
31. ALL FOUNDATIONS SHALL BE PROTECTED FROM POINT LOADS.
32. ALL FOUNDATIONS SHALL BE PROTECTED FROM LATERAL LOADS.
33. ALL FOUNDATIONS SHALL BE PROTECTED FROM WIND LOADS.
34. ALL FOUNDATIONS SHALL BE PROTECTED FROM SEISMIC LOADS.
35. ALL FOUNDATIONS SHALL BE PROTECTED FROM THERMAL LOADS.
36. ALL FOUNDATIONS SHALL BE PROTECTED FROM MOISTURE.
37. ALL FOUNDATIONS SHALL BE PROTECTED FROM SALTS.
38. ALL FOUNDATIONS SHALL BE PROTECTED FROM ACID RAIN.
39. ALL FOUNDATIONS SHALL BE PROTECTED FROM AIR POLLUTION.
40. ALL FOUNDATIONS SHALL BE PROTECTED FROM SOIL POLLUTION.
41. ALL FOUNDATIONS SHALL BE PROTECTED FROM WATER POLLUTION.
42. ALL FOUNDATIONS SHALL BE PROTECTED FROM CLIMATE CHANGE.
43. ALL FOUNDATIONS SHALL BE PROTECTED FROM NATURAL DISASTERS.
44. ALL FOUNDATIONS SHALL BE PROTECTED FROM HUMAN ACTS.
45. ALL FOUNDATIONS SHALL BE PROTECTED FROM TERRORISM.
46. ALL FOUNDATIONS SHALL BE PROTECTED FROM WAR.
47. ALL FOUNDATIONS SHALL BE PROTECTED FROM NUCLEAR WEAPONS.
48. ALL FOUNDATIONS SHALL BE PROTECTED FROM CHEMICAL WEAPONS.
49. ALL FOUNDATIONS SHALL BE PROTECTED FROM BIOLOGICAL WEAPONS.
50. ALL FOUNDATIONS SHALL BE PROTECTED FROM SPACE WEAPONS.





NOTE:
See Landscape Architects plans and details for requirements of stone veneer of retaining walls, wall coping and water proofing of retaining walls.



NOTE: THIS DRAWING HAS BEEN REDRAWN FROM A DRAWING PROVIDED BY LAND DESIGN SOLUTIONS, HUNTSVILLE, ALABAMA

CULVERT PLAN VIEW
Gateway Greenway Phase II
Meridian Street
Huntsville, AL

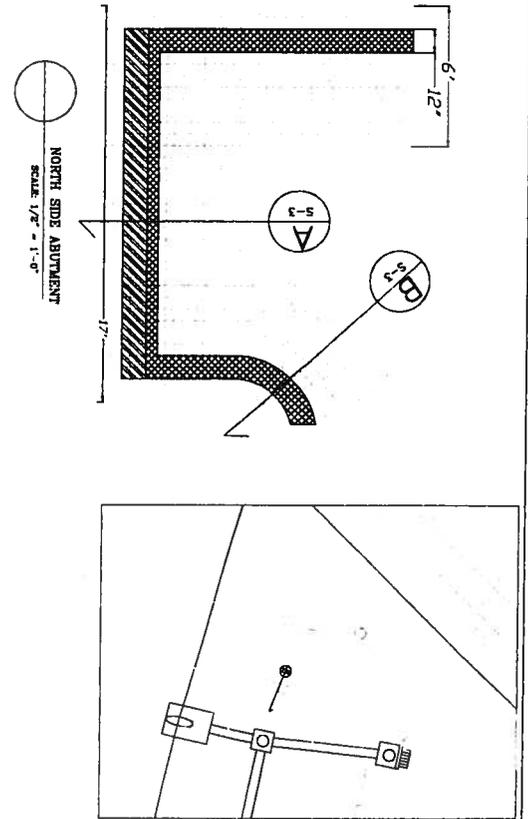
OMI, Inc.
5151 RESEARCH DR., NW
Huntsville, AL. 35805
TEL: (256) 837-7664 FAX: (256) 837-7667

JOB NO: 6690
DATE: 01-31-2014
SCALE: AS SHOWN
DRAWN BY: KJM
S-1 of 3

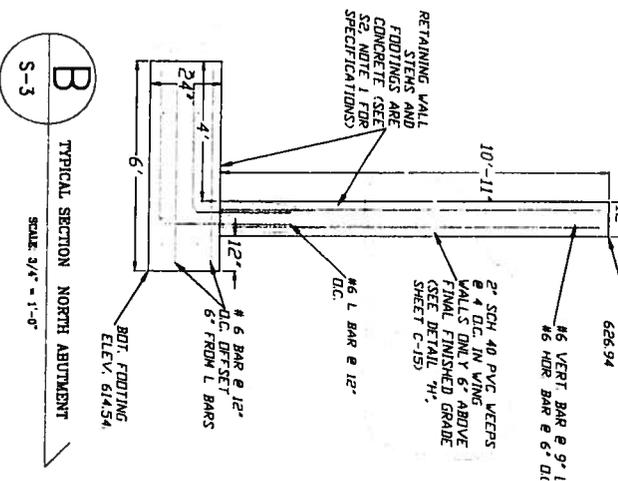
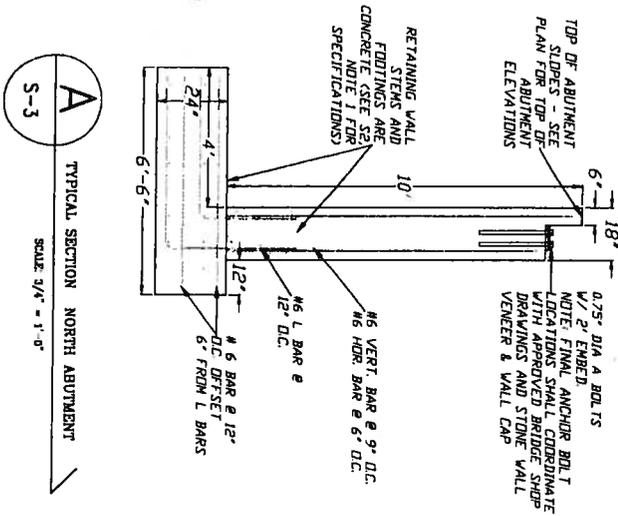
ALABAMA REG. # 18224
DRAWING APPLIES ONLY
TO LISTED PROJECT

KERITH J. MANDRILL, P.E.

NOTE:
See Landscape Architects plans and details for requirements of stone veneer of wall faces, wall coping and water proofing of retaining walls.



NOTE:
ALL EXPOSED TOP ABUTMENT EDGES SHALL BE HAND TOOLED WITH RADIUS EDGE TOOL AND TOP SURFACE SHALL BE ROUGH-BROOMED



NOTE: THIS DRAWING HAS BEEN REDRAWN FROM A DRAWING PROVIDED BY LAND DESIGN SOLUTIONS, HUNTSVILLE, ALABAMA

EARTHWORK SPECIFICATION

- Soil Fill**
Soil fill may be used as general fill beyond the reinforced earth zone, and may be used as clay cap for the upper 18-in. of the retaining wall location. Soil fill should be free of organic, deleterious matter, or rocks larger than 3-in. in diameter. The soil should have a plasticity index (PI) of less than 25 and a maximum dry density of at least 100 pcf as determined by the standard Proctor (ASTM D1557) or SP200. The soil embankment at 500 pcf shall be placed in loose lifts, not exceeding 6-in. in thickness, and mechanically compacted to at least 95 percent of the air dry SP200.
- Off-Site Rock Fill**
Rock fill to be used shall be of suitable size, below 48 inches and in the reinforced zone.
a) No. 37 stone must meet the Alabama Highway Department (AHD) grading requirements for a No. 37 stone and be clean.
b) Stone Grade Stone must meet the Alabama Highway Department (AHD) requirements for a No. 37 stone compacted to 100% ST200.
c) "CHECKSTONE" must be clean and match existing conditions in size and distribution of constituent size on existing ditch slopes.
3. **Topsoil**
Topsoil must be placed in areas and in thickness as shown/described on grading and landscape plans and details.

Construction Guidelines

- The following guidelines are recommended on the basis for construction of earth embankments. The guidelines should be reviewed during construction and if conditions merit any revisions, the geotechnical engineer of record should be notified for approval.
- Site Preparation**
Each area to be disturbed should be prepared by clearing and grubbing, striping, underdrain installation and benching. After preparation of the site, fill may be placed.
 - Clearing and Grubbing**
Clearing and grubbing is the process of removing the stumps, stumps and roots, and their root systems. All areas to be cut or filled should be cleared and grubbed prior to filling or excavating.
 - Striping**
After clearing and grubbing, the site should be striping of topsoil. Topsoil is the organic rich layer of soil usually found at the surface supporting plant life.
 - Removal of Deleterious Material**
If deleterious materials are found, they should be removed from the site and disposed of in a suitable manner. Deleterious materials include construction debris, old or unstable fill, trees, or other materials that could adversely affect the geotechnical stability of the site.
 - Unacceptable Fill Soils**
Unacceptable fill soils include contaminated soil, and/or construction debris as well as soil containing boulders or cobbles greater than 12-in. in diameter.

Placement - Soil

The soil should be placed in 18-in. lifts, 8-16 maximum, then compacted to the 95 percent requirement and progress. Soil placement should be performed in the manner described in the following table. The contractor shall be notified of the frequency shown in the following table.

AREA	METHOD OF PLACEMENT AND COMPACTION	INITIAL TEST FREQUENCY	RETEST FREQUENCY
General Site (Upper 18-in. lift)	Large self-propelled equipment	2 tests per 1000 sq ft	1 test per 1000 sq ft
General Site (Lower 18-in. lift)	Large self-propelled equipment	1 test per 100 sq ft	1 test per 1000 sq ft
Special Footings	Hand-applied equipment	1 test per footing	1 test per 1000 sq ft
Special Walling, slope retaining wall	Hand-applied equipment	1 test per 250 sq ft	1 test per 1000 sq ft

Soil compaction may be increased and the retaining requirements may be decreased during the early stages of the project. Construction, completion requirements should apply to all excavation/earthwork operations conducted on the proposed development property.

NORTH ABUTMENT PLAN
Gateway Greenway Phase II
Meridian Street
Huntsville, AL

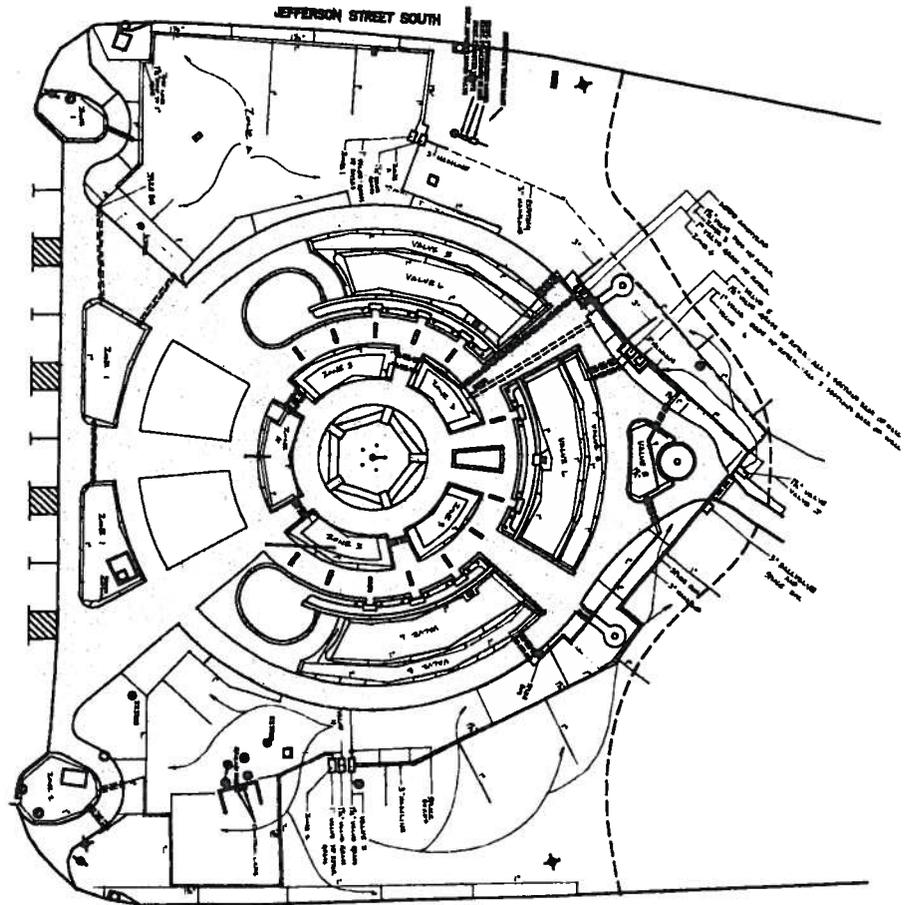
OMI, Inc.
5151 RESEARCH DR., NW
Huntsville, Al. 35805
TEL (256) 837-7664 FAX (256) 837-7667

JOB NO:6690
DATE: 01-31-2014
SCALE: AS SHOWN
DRAWN BY: KJM
S-3 of 3

ALABAMA REG # 18234
DRAWING APPLICABLE ONLY
TO LISTED PROJECT

KRITHI J. MANDRIL, P.E.

1. ALL 1/2" x 1/2" and 1/4" x 1/4" square feet of space reserved
 shall be given in accordance
 with the following notes:
 1. ALL 1/2" x 1/2" square feet
 shall be given in accordance
 with the following notes:
 2. ALL 1/4" x 1/4" square feet
 shall be given in accordance
 with the following notes:
 3. ALL 1/2" x 1/2" square feet
 shall be given in accordance
 with the following notes:
 4. ALL 1/4" x 1/4" square feet
 shall be given in accordance
 with the following notes:
 5. ALL 1/2" x 1/2" square feet
 shall be given in accordance
 with the following notes:
 6. ALL 1/4" x 1/4" square feet
 shall be given in accordance
 with the following notes:
 7. ALL 1/2" x 1/2" square feet
 shall be given in accordance
 with the following notes:
 8. ALL 1/4" x 1/4" square feet
 shall be given in accordance
 with the following notes:
 9. ALL 1/2" x 1/2" square feet
 shall be given in accordance
 with the following notes:
 10. ALL 1/4" x 1/4" square feet
 shall be given in accordance
 with the following notes:



WASHINGTON STREET NORTH

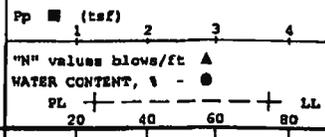
Omi, Inc.

5161 Research Drive, N.W. Huntsville, AL 35805

JOB NO.: 6690 JOB: Gateway Greenway Park LOG OF BORING: B-9

JOB LOCATION: Huntsville, AL BORING LOCATION: _____

DEPTH, FT	SYMBOL SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	NATURAL MOISTURE	POCKET PENT TEST	Pp (tsf)			
						1	2	3	4
0		Elevation=							
0 - 2.5		GRAVEL							
2.5 - 5		SANDY SILTY CLAY, 25% coarse to fine sand, 75% fines, low plasticity, stiff to very stiff, orange and gray mottled, moist, alluvium, CL	12	24	3.75	▲	●	■	
5 - 7.5		SANDY SILTY CLAY with chert, 10% gravel sized chert, 30% coarse to fine sand, 60% fines, low plasticity, very stiff to hard, tan, moist, residuum, CL	20	26	3.25	▲	●	■	
7.5 - 10		AUGER REFUSAL AT 7-FT	100+	20	1.5	●	■		
10 - 12.5									
12.5 - 15									
15 - 17.5									
17.5 - 20									



COMPLETION DEPTH: 7 DEPTH TO WATER INITIAL: DRY OMI, Inc.
 DATE: 8/7/13 DEPTH TO WATER FINAL: DRY TO 8.6-FT ON 8/10/13 Page 1 of 1

OMI, Inc.

5151 Research Drive, N.W. Huntsville, AL 35805

JOB NO.: 6690 JOB: Gateway Greenway Park LOG OF BORING: B-9 A

JOB LOCATION: Huntsville, AL BORING LOCATION: _____

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	NATURAL MOISTURE	POCKET PENET (TSF)	WATER CONTENT, %							
							PL	LL	"N" values blows/ft					
0			Elevation=											
0			GRAVEL											
0			SANDY SILTY CLAY, 25% coarse to fine sand, 75% fines, low plasticity, stiff to very stiff, orange and gray mottled, moist, alluvium, CL											
2.5														
5														
7.5			SANDY SILTY CLAY with chert, 10% gravel sized chert, 30% coarse to fine sand, 60% fines, low plasticity, very stiff to hard, tan, moist, residuum, CL											
7.5			AUGER REFUSAL											
10			OFFSET B-9 TO THE EAST 5-FT SANDY SILTY CLAY with chert, 20% gravel sized chert, 30% coarse to fine sand, 50% fines, low plasticity, hard, orange, moist, residuum, CL	100+	23	2.25								
12.5														
15			SANDY SILTY CLAY with chert, 20% gravel sized chert, 30% coarse to fine sand, 50% fines, high plasticity, hard, orange, moist, residuum, CH	100+	33	0.5								
15			BORING TERMINATED AT 15-FT											
17.5														
20														

OMI, Inc.

5151 Research Drive, N.W. Huntsville, AL 35805

JOB NO.: 6690 JOB: Gateway Greenway Park LOG OF BORING: B-10

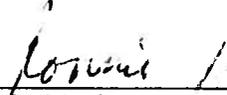
JOB LOCATION: Huntsville, AL BORING LOCATION:

DEPTH, FT	SYMBOL	DESCRIPTION OF MATERIAL	BLOWS PER FT	NATURAL MOISTURE	POCKET PENT TEST	Pp (tsf)			
						1	2	3	4
0		TOPSOIL							
0		SANDY SILTY CLAY with oxides, 30% coarse to fine sand, 70% fines, low plasticity, stiff to very stiff, orange and gray mottled, moist, alluvium, CL	14	21	4.0	▲	●		■
2.5		SANDY SILTY CLAY with chert and oxides, 10% gravel sized chert, 30% coarse to fine sand, 60% fines, low plasticity, very stiff, orange and gray, moist, alluvium, CL	18	19	1.25	▲	■		
5		SANDY SILTY CLAY with chert and oxides, 15% gravel sized chert, 50% coarse to fine sand, 55% fines, high plasticity, very stiff, orange and red, moist, alluvium, CH	24	23	2.0	▲	■		
7.5		SANDY SILTY CLAY with chert, 10% gravel sized chert, 30% coarse to fine sand, 60% fines, high plasticity, very stiff, orange and red, moist, residuum, CH	22	27	3.25	▲	●		■
10		SANDY SILTY CLAY with chert, 20% gravel sized chert, 30% coarse to fine sand, 50% fines, low plasticity, very stiff, orange, moist, residuum, CL	17	31	4.5	▲	●		■
12.5									
15		BORING TERMINATED AT 15-FT	19	34	3.75	▲	●		■
17.5									
20									

COMPLETION DEPTH: 15 DEPTH TO WATER INITIAL: DRY OMI, Inc.
 DATE: 8/8/13 DEPTH TO WATER FINAL: DRY TO 2.6-FT ON 8/10/13 Page 1 of 1

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 Miller & Miller, Inc., in the amount of ONE MILLION THREE HUNDRED SEVENTY THOUSAND ONE HUNDRED ONE AND .49/100 DOLLARS (\$1,370,101.49), for Gateway Greenway, Phase II, Base Bid and Option No. 1, Option No. 2, Option No. 3, Option No. 4A and Option No. 5, which is being submitted to the City Council of the City of Huntsville for approval on this the 13th day of February, 2014, 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. 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.”

Miller & Miller, Inc.
(Company)
BY: 
(Authorized Representative)