CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 4/10/2014

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Reed Contracting Services, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to amend the contract with Reed Contracting Services, Inc. for Redstone Gateway Package I-1, Mass Grading, Fine Grading, Erosion Control, Storm, and Pond Liner, Project No. 65-12-SP23, by Change Order No. 2

13-151 & 13-973

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.

Final adjusting change order is needed to incorporate Package I-1 Revision 3 through 5 modifications for mass grading, erosion control, storm system, and pond liner and add Borrow from the north borrow area. Change Order increases contract amount by $35,883.51. Account No. 05-6500-0811-1013

Associated Cost: $35,883.51

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Morris

Date: 3/31/14

pk

revised 3/12/2012

3-26-14

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **4/10/2014**

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

Contract or Agreement: **Change Order No. 2**

Document Name: **Reed-Redstone Gateway I-1 Project No. 65-12-SP23**

City Obligation Amount: **$35,883.51**

Total Project Budget: **$1,966,900.51**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0811-1013**

Procurement Agreements

Title 39	**Competitive**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Kathy Martin	3/31/14
2) Legal	Mary C Cates	4/3/14
3) Finance		4/4/14
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 contract with Reed Contracting Services, Inc., adopted and approved on the 28th day of February, 2013, by the City Council of the City of Huntsville, Alabama by Resolution No. 13-151, and amended on the 5th day of December, 2013, by the City Council of the City of Huntsville, Alabama by Resolution No. 13-973, is hereby amended as is reflected on Change Order #2 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is amended from ONE MILLION NINE HUNDRED THIRTY-ONE THOUSAND SEVENTEEN AND NO/100 DOLLARS ($1,931,017.00) to ONE MILLION NINE HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED AND .51/100 DOLLARS ($1,966,900.51) including this change order, an increase of THIRTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND .51/100 DOLLARS ($35,883.51). Said change order is substantially similar in words and figures as that document attached hereto and identified as "Change Order No. 2 to Contract with Reed Contracting Services, Inc. for Redstone Gateway Package I-1, Mass Grading, Fine Grading, Erosion Control, Storm, and Pond Liner, Project No. 65-12-SP23, as adopted by Resolution No. 13-151 of February 28, 2013, and amended by Resolution No. 13-973 of December 5, 2013" consisting of two (2) pages plus thirteen (13) additional pages consisting of "Power of Attorney", "Contractor's E-Verify Statement" and "Memorandum of Understanding" and the date of April 10, 2014, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of April, 2014.

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

APPROVED this the 10th day of April, 2014.

_____
Mayor of the City of Huntsville, Alabama

FINAL ADJUSTING CHANGE ORDER REQUEST

OWNER		ARCHITECT/ENGINEER		CONTRACTOR
City of Huntsville		LBYD, Inc.		Reed Contracting Services, Inc.
DATE	4/10/2014	CHANGE ORDER NO.	2	
PROJ. NAME & NUMBER		Redstone Gateway Package I-1, Project No. 65-12-SP23		

REVISED SCOPE (NEW NEGOTIATED ITEMS)

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.	
54	Strip topsoil at North Borrow Area	4233.8	CY	$3.37	$14,267.91	field directive #3
55	Borrow from North Borrow Area	15082	CY	$2.37	$35,744.34	field directive #3
56	Respread Topsoil at North Borrow Area	4233.8	CY	$4.29	$18,163.00	field directive #3
57	Dress up North Borrow Area	4	AC	$894.23	$3,576.92	field directive #3
58	Seed and Mulch Borrow Area	4	AC	$1,458.46	$5,833.84	field directive #3
59	Road Crossing for North Borrow Area	1	LS	$19,876.27	$19,876.27	field directive #3
					$0.00	
	TOTAL REVISED SCOPE (NEW NEGOTIATED ITEMS)				$97,462.28	

INCREASED SCOPE

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.	
18	Strip topsoil 4" thick (at Hotel site)	660	CY	$5.57	$3,676.20	field directive #4
32	Drainage structures	1	EA	$3,135.29	$3,135.29	field directive #5
					$0.00	
					$0.00	
				TOTAL INCREASED SCOPE	$6,811.49	

DECREASED SCOPE

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.	
21	Borrow from onsite (1' cap at parking lot NW	-1921	CY	$5.57	-$10,699.97	field directive #6
23	Topsoil Respread	-1597	CY	$5.57	-$8,895.29	field directive #4
37	Finalize Allowance - Remove contaminated s	-1500	CY	$8.91	-$13,365.00	Allowance
38	Finalize Allowance - Temp road place and re	-3000	SY	$11.76	-$35,280.00	Allowance
39	Finalize Allowance - Unsuitable soil below c	-15000	CY	$0.01	-$150.00	Allowance
					$0.00	
				TOTAL DECREASED SCOPE	-$68,390.26	
				TOTAL REVISED/INCREASED SCOPE	$104,273.77	
				TOTAL DECREASED SCOPE	-$68,390.26	
				TOTAL CHANGE ORDER NO. 2	$35,883.51	

FINAL AJDUSTING CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR
City of Huntsville	LBYD, Inc.	Reed Contracting Services, Inc.

DATE	4/10/2014	CHANGE ORDER NO.	2

PROJ. NAME & NUMBER Redstone Gateway Package I-1/City of Huntsville Project No. 65-12-SP23

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

Incorporate Package I-1 Revision 3 thru 5 modifications for Mass grading, erosion control, storm system, and pond liner and add Borrow from the North Borrow Area.

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

	Emergencies arising during the course of work.
	Minor changes of total monetary value and incidental to the original contract necessitated by unforseeable circumstances arising during the course of work and less than required for competitive bidding.
	Change of or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the alternate.
X	Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

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

For This Change Order	2	ADD	$35,883.51
Original Contract Price			$1,825,598.50
Net Total Previous Change Orders			$105,418.50
Previous Revised Contract Price			$1,931,017.00
Revised Contract Price This Date			$1,966,900.51

EXTENSION OF TIME resulting from this Change Order is (116) one hundred and sixteen additional days. The revised contract completion date is 3/15/14.

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

CONTRACTOR

Reed Contracting Services, Inc.
(Contractor Name)

(Authorized Representative)

CONSENT OF SURETY

THE HANOVER INSURANCE COMPANY
(Surety Name)

(Authorized Representative)

Billie Jo Sanders
Attorney in Fact

CITY OF HUNTSVILLE, ALABAMA

Kathy Martin, Director of City Engineering

Tommy Battle, Mayor

Mark Russell, Council President

4/10/2014
(Date)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

David J. Durden, Paul B. Scott, Jr., Thomas J. Gentile, Renee L. Ellis and/or Billie Jo Sanders

of **Montgomery, AL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **19th** day of **October 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **19th** day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of April 2014 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

BRASFIELD & GORRIE
GENERAL CONTRACTORS

March 19, 2014

Mr. Chris McNeese
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Re: Redstone Gateway Phase I
Reed Contracting Package I-1
Owner Change Order #2

Dear Chris:

I have reviewed the attached change order request from Reed Contracting for Package I-1 Lake F in the additive amount of $35,883.51. The attached change order includes:

- Field Directive #3 – Add import select fill from North Borrow Area
- Field Directive #4 - Add topsoil stockpile at Hotel site RG 6500 and delete respreads
- Field Directive #5 - Add one drainage structure at Storm Line G tie-in at Redstone Gateway
- Field Directive #6 - Delete 1' select fill at 125' x 415' area in parking lot west of RG 6200
- Package I Revision 4 - Per LBYD's drawings dated 9/13/13 and delete liquidated damages
- Finalize Allowance - Remove contaminated soils
- Finalize Allowance - Temp road place and remove
- Finalize Allowance - Unsuitable soils below the cut line

I have discussed the attached change order request with Justin Griggs/Reed Contracting and found it to be fair to both the City of Huntsville and Reed Contracting and I recommend approval at this time. Please call me if you have any questions or need additional information.

Sincerely,

Robert M. Kelley
Senior Project Manager

Approval:

B&G: _____ Date 3/19/14

COH: _____ Date 3-20-14

COPT: _____ Date 3/20/14

BRASFIELD & GORRIE, LLC
[illegible] 7th Avenue South, Birmingham, Alabama [illegible]
[illegible] www.brasfieldgorrie.com

Contractor's E-Verify Clause

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

E-VERIFY – NOTICE

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."

Company ID Number: 109504

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

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

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

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

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

Company ID Number: 109504

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

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

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

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

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

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

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

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

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

Company ID Number: 109504

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

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

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

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

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

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

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

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

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 109504

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

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

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 109504

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

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

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

Company ID Number: 109504

ARTICLE III

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

A. REFERRAL TO THE SSA

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

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

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

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 109504

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 109504

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

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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

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

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

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

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

Employer Reed Contracting Services Inc.

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

Department of Homeland Security – Verification Division

Company ID Number: 109504

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/26/2008**
Signature	Date

Company ID Number: 109504

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Reed Contracting Services Inc.**

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

Company Alternate Address:

County or Parish: **MADISON**

Employer Identification Number: **631095945**

North American Industry Classification Systems Code: **237**

Parent Company:

Number of Employees: **100 to 499**

Number of Sites Verified for: **1**

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

- ALABAMA 1 site(s)

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

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

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