

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 23, 2014

Action Requested By: Water Pollution Control

Agenda Type: Resolution

Subject Matter:

Agreement with Reed Contracting Services, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Reed Contracting Services, Inc., for WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, Project No. 65-14-SP52

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 periodic contract for asphalt patching for sanitary sewer repairs for a total contract amount of \$536,250.00. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer. Account Nos. will be assigned individually as work orders are delivered to the Contractor.

Associated Cost: \$536,250.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Shirley Cal*

Date: 10-20-14

*bp
pk*

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Water Pollution Control** Council Meeting Date: **10/23/2014**

Department Contact: **Shane Cook**

Phone # **256-883-3719**

Contract or Agreement: **Construction Contract**

Document Name: **Reed-Asphalt Paving Repair Periodic-Project No. 65-14-SP52**

City Obligation Amount: **\$536,250.00**

Total Project Budget: **\$536,250.00**

Uncommitted Account Balance: **0**

Account Number: **Account Nos. to be Assigned ...** individually as work orders are delivered to the Contractor

Procurement Agreements

| | |
|------------------------|---------------------------|
| <u>Title 39</u> | <u>Competitive</u> |
|------------------------|---------------------------|

Grant-Funded Agreements

| | |
|------------------------------|--------------------|
| <u>Not Applicable</u> | Grant Name: |
|------------------------------|--------------------|

| Department | Signature | Date |
|---|----------------------|----------|
| 1) Originating | <i>Shane Cook</i> | 10-20-14 |
| 2) Legal | <i>Mark L. Cates</i> | 10-20-14 |
| 3) Finance | <i>[Signature]</i> | 10/21/14 |
| 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 Mayor be, and is hereby authorized, to enter into a contract with the low bidder, Reed Contracting Services, Inc., in the amount of FIVE HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$536,250.00) for WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, Project No. 65-14-SP52, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter from the City Engineer, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Reed Contracting Services, Inc. for WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, Project No. 65-14-SP52" consisting of a total of one (1) page plus fifty-four (54) additional pages consisting of Attachments A1-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 October 23, 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 23rd day of October, 2014.

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

APPROVED this the 23rd day of October, 2014.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
REED CONTRACTING SERVICES, INC.
FOR
WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT NO. 65-14-SP52**

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 23rd day of October, 2014, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and REED CONTRACTING SERVICES, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, Project #65-14-SP52, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

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

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



Reed Contracting Services, Inc.

BY:

Tommy Battle, Mayor

ATTEST: 

Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: October 23, 2014

**WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52**

CITY OF HUNTSVILLE, ALABAMA

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| ATTACHMENT "A1" | | | | | | 10/10/2014 |
|---|--|---------|----------|----------------|--------------|------------|
| WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid | | | | | | |
| Project No. 65-14-SP52 | | | | | | |
| ITEM NO. | DESCRIPTION | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT | |
| | MOBILIZATION | | | | | |
| 1 | Project Mobilization | 60 | EA | \$ 500.00 | \$30,000.00 | |
| | ASPHALT ITEMS | | | | | |
| 2 | Asphalt Repair Patch using 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP) 1-1/2" Thick for 2 layers for total of 3" Thick (includes saw cut, removal/replacement of base and disposal of soils) | 75,000 | SF | \$ 6.75 | \$506,250.00 | |
| | TOTAL BASE BID PRICE (for evaluation purposes only): Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices. | | | | \$536,250.00 | |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION. | | | | | | |
| COMPANY: Reed Contracting Services, Inc. | | | | | | |
| SIGNATURE  | | | | | | |
| DATE: October 14, 2014 | | | | | | |

ATTACHMENT "B"
PROPOSAL

TO: **THE CITY OF HUNTSVILLE**
Public Services Building
320 Fountain Circle
Huntsville, Alabama

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

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the bid documents, the specifications, the 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 City Engineer of Huntsville, Alabama.

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, material and other items or cost to construct a complete facility.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as additional insured. Also, the name of the project and the project number should be included on the certificate. 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 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 this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

**Proposal - Page Two
WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52**

In the event that the NTE Amount is reached prior to the end of any yearly term, the City Engineer, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER. The bond amounts will be discussed at the mandatory pre-bid meeting.

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.

Proposal - Page Three
WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52

DATED: October 14, 2014.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

SIGNATURE OF BIDDER _____

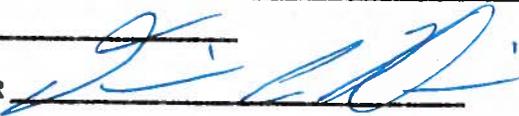
BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

OUR CONTRACTOR'S STATE LICENSE NO. IS 20545

(IF A CORPORATION)

SIGNATURE OF BIDDER 

BY David L. Harris, Vice President

BUSINESS ADDRESS 2512 Triana Blvd, SW, Huntsville, AL 35805

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Michael Reed

OF SECRETARY David L. Harris, Vice President

OFFICERS TREASURER Charles C. Lovoy, Secretary

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

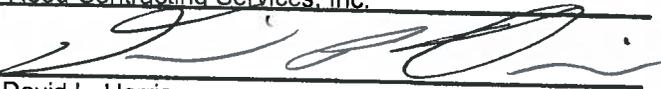
**WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52**

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED</u> |
|---------------------|----------------------|
| 1 | 10/08/2014 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

COMPANY Reed Contracting Services, Inc.

SIGNATURE 
David L. Harris

TITLE Vice President

DATE October 14, 2014

ATTACHMENT "D"

**WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52**

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.

| <u>TASKS TO BE PERFORMED</u> | <u>SUBCONTRACTOR NAME</u> | <u>LICENSE NO.</u> | <u>ADDRESS</u> | <u>ITEM #'S OF WORK TO BE PERFORMED</u> |
|---|---------------------------|--------------------|----------------|---|
| Surveying/Layout | | | | |
| Permitting | | | | |
| Clearing & Grubbing | | | | |
| Erosion Control | | | | |
| Traffic Control | | | | |
| Excavation | | | | |
| Concrete | | | | |
| Storm Drainage | | | | |
| Sanitary Sewer | | | | |
| Shoring/Monitoring | | | | |
| Retaining Walls | | | | |
| Bridges | | | | |
| Railroads | | | | |
| Traffic (signals, loops) | | | | |
| Street Lights | | | | |
| Electrical | | | | |
| Water | | | | |
| Asphalt | | | | |
| Landscaping (Trees, grassing) | | | | |
| Irrigation | | | | |
| Striping | | | | |
| Sewer Testing | | | | |
| Guardrails | | | | |
| Handrails | | | | |
| Painting | | | | |
| Special (fencing, benches, dewatering etc.) | | | | |
| Mechanical | | | | |
| SCADA | | | | |

ATTACHMENT "E"

**WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID
PROJECT #65-14-SP52**

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. The contract amount of the project shall also be stated:

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

2. City of Huntsville Highway 72 West Meridian Crossover
320 Fountain Circle
Huntsville, Alabama 35804
POC: Dennis Thompson, PHone: (256) 535-2489

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

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

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

ATTACHMENT "F"

MANDATORY Pre-Bid meeting to be held on Thursday, October 2, 2014 at 9:00 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this mandatory pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, more particularly known as Project No. 65-14-SP52

Description of Project: Water Pollution Control Department formally requests a Periodic Bid to provide asphalt paving for sanitary sewer repairs in traffic areas.

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 WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, more particularly known as Project No. 65-14-SP52 requires the contractor to possess a State of Alabama Classification of (HS) Highway and Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 14th day of October, 2014, until 10:00 a.m. 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. Contract Document Order of Precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements

4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT 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 CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the 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 18, 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 (a) (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.

Ad Run Date: 9/26/14

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

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

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

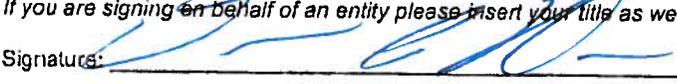
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership (check appropriate box) | Entity I. D. Number & Applicable State |
|--|--|
| <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: 157-604 - 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.

Signatures:  Title (if applicable): Vice President

Type or legibly write name: David L. Harris Date: October 14, 2014

Company ID Number: 109504

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE III

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

A. REFERRAL TO THE SSA

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

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

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

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

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

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

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

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

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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

Employer Reed Contracting Services Inc.

Paul I Moore

Name (Please type or print)

Title

Electronically Signed

03/26/2008

Signature

Date

Department of Homeland Security – Verification Division

ATTACHMENT "I"

SUPPLEMENT TO GENERAL REQUIREMENTS, PART 2
REVISED 5/13/11

GENERAL NOTES:

The City of Huntsville currently has several projects that are ready to be contracted as soon as the periodic bid for various construction projects is awarded and the contract has been finalized. The City anticipates that the successful Contractor will be asked to prepare cost estimates on several projects ranging from \$10,000.00 to \$50,000.00+or-.

The purpose of these conditions is to insure that the successful bidder has sufficient manpower and equipment to perform the required work in a timely manner and that every project continuously progresses toward completion without being delayed due to the lack of manpower and/or equipment.

1. The purpose of this periodic bid for asphalt paving for sanitary sewer repairs projects is to provide for the expedient repair of asphalt paving for sanitary sewer repairs, and other projects as designated by the City of Huntsville, utilizing unit prices for the commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville and issued with each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule or as the City deems accordingly.
2. All engineering will be conducted by the City of Huntsville.
3. The City of Huntsville will provide the Contractor with a detailed plan showing the required work, and a list of the materials and quantities estimated for the project.
4. A representative from the City of Huntsville will visit each job site with a representative of the successful bidder in order to determine the work details of each project. After the site visit, the Contractor will prepare an estimated total project cost based on his determination of construction quantities necessary to perform the required work. The City of Huntsville will provide a start and end date on each project. The City will review the Contractor's total project cost and if acceptable, will issue a Notice to Proceed.
5. All materials will be furnished and installed by the successful bidder, with exceptions as stated in the estimated quantities (Attachment "A").
6. The Urban Development Department (Engineering and Traffic Divisions) shall be notified prior to the beginning of work at any job site. If lane closures are required, notification shall be made at least 72 hours in advance of closure. The Contractor shall notify the property owners before entering private property to perform any work.
7. Where existing pavement is to be overlaid, the existing pavements shall be thoroughly cleaned and a bituminous tack coat applied to the existing paving in accordance with Section 405 of the COH Standard Specifications for Construction of Public Improvements, latest edition. Gutters and concrete surfaces along the roadway shall be protected from the tack coat. This cost is subsidiary to other items.
8. All work includes appropriate traffic control devices and necessary personnel to protect the work zone and motorists in conformance with the latest edition of the Alabama Manual on Uniform Traffic Control Devices.

9. Unless prior permission is given by the City of Huntsville, no resurfacing may be started during hours of darkness or continued longer than 30 minutes after the onset of darkness.
10. All paving materials of any or all types used to complete these projects shall be applied and/or placed in strict accordance with the COH Standard Specifications for the Construction of Public Improvements. Temperature of materials and weather condition requirements will be Sub-Article 410.03(b) of the aforementioned Standard Specifications.
11. Work which will necessitate the closure of one or more existing travel lanes of a roadway cannot be performed during the hours of 6:30 a.m. to 8:00 a.m. and 3:30 p.m. to 5:30 p.m. without permission of the City of Huntsville Engineering Division. The purpose of this restriction is to prevent severe congestion on these roadways experiencing rush hour capacity problems. If a project is not on a problem roadway, permission will generally be granted.
12. All prices must be firm for a period of one (1) year from the date of contract award with extensions as allowable by State Bid Law.
13. Basis of payment will be the original contract unit prices multiplied by the actual quantities measured (to be determined by the City of Huntsville). All work shall be started within three (3) days of the work start date on the Notice to Proceed, unless further delay is authorized on such order, and all such work shall be completed within the time frame specified by the Project Engineer. Beginning and end dates will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work. Failure to comply with the times specified in the NTP may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, and be assessed damages (refer to Item #17 in the Supplement to General Conditions, attached hereto).
14. The contractor understands that the contract time for each work authorization will be determined by the City of Huntsville Project Engineer on a project- by-project basis.
15. Contractor shall maintain and repair site conditions to original state, unless otherwise directed by the City of Huntsville.
16. Concrete forms will be utilized on concrete cast against asphalt, unless authorization is given by the City of Huntsville. Expansion joints shall be no greater than 50 feet apart and curbs shall be saw cut every 10 feet. Also, expansion joints are required against existing concrete.
17. All concrete poured in place shall be minimum 3000 p.s.i.
18. Base failure repair (in excess of 6" in depth) will require removal and disposal of asphalt, concrete, aggregates, or undesirable solid. Placement of dense graded base will be in accordance with Section 301 of the Standard Specifications for State of Alabama, Current Edition. All materials shall be in accordance with Section 825, Type B, 100% compaction. Contractor is responsible for maintenance and cleaning of area during and after curing of dense graded base.
19. All asphalt mixes shall be in accordance with current Standard Specifications for State of Alabama, Latest Edition.
20. French drains will be constructed and installed per City of Huntsville Standard Specifications.
21. Manhole adjustments, whether sanitary or storm sewer, are to be made with concrete adjustment rings to new asphalt level before resurfacing. New binder to be used as backfill around ring to within 1.25 inches of top of ring.
22. Vehicular detector loop replacement, THHN #12 awg wire installed in slots cut in the pavement and sealed with sealant manufactured specifically for embedding loop detector wire in concrete or bituminous pavements. Included in the unit price shall be installation of a 15 L.F. Loop Lead Wire for each loop installation.
23. All traffic markings work shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, Division II, Part 6 Sections 701, 703, 705.
24. Unless otherwise specified, traffic markings shall be replaced exactly as traffic markings existing prior to resurfacing work.
25. All resurfaced areas shall be reflectively marked for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations.

26. The contractor shall be responsible for all traffic control. All traffic control devices and procedures must be in accordance with current edition of the Manual on Uniform Traffic Control Devices for work zone areas for each work item. The contractor shall be responsible for following this standard for all work activities within this bid. Questions should be directed to the COH Project Engineer.
27. The contractor shall provide his own supervision and management for all work to be performed. Further, the contractor shall provide to the City of Huntsville the names of those person(s) he has selected to provide liaison with the City for individual or groups of projects. The contractor will provide the name or names at the time work authorizations are issued.
28. All construction techniques and procedures and all materials provided shall be in accordance with City of Huntsville Standard Specifications for Construction of Public Improvements and State of Alabama Standard Specifications. All sanitary sewer, force main and pump station work will be performed in accordance with the City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2005, and City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2005, as prepared by the Office of the City Engineer of the City of Huntsville. These sewer manuals will supersede any sewer standards in the 1991 manuals and ALDOT Standard Specifications.
29. In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.
30. There is no guaranteed minimum amount of work nor a minimum or maximum project size. All work is to be determined by the COH.
31. Each project will include a price for the item of "contract mobilization" item. The payment of Contract Mobilization will cover any preparatory work and operations which must be performed or for costs incurred prior to the beginning of work. Payment will be made on 3% of the Total Project Cost, including Project Mobilization.
32. Work covered under "Project Mobilization" includes costs for preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the removal of those personnel, equipment, supplies, and incidentals from the project site. Payment will be made for each individual project based on the total Project Cost.
33. Definition of a Project: A "project" for this periodic bid is all work issued on a single work order and on a single purchase order and may include only one location or several locations with all locations stated on the work order/purchase order considered as a single project and all having the same start and end date.
34. **Determination of the LOWEST RESPONSIBLE BIDDER:**
For the purpose of determining the lowest responsible bidder, the OWNER shall consider the Total Base Bid amount, as set forth in the Request for Bids. There is no guaranteed minimum or maximum amount of work or project size. The Total Base Bid amount will be used for evaluation purposes and does not guarantee the Total Base Bid amount to be expended over the life of the contract. Projects will vary in size and dollar amounts, as determined by the City. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. The City reserves the right to reject any and all bids, and to rebid, if necessary.
35. All items of work specified in Attachment "A" must be bid. Any items that appear unbalanced may be cause for rejection of bid.
36. Any "unit price" which does not appear to be a reasonable price for the item of work, may be considered "unbalanced".
37. Wheel Chair Ramps Armor-Tile (or equal), or brick per detail - Sidewalk Construction will be constructed per specification with Detachable Warning Domes at Pedestrian Crosswalks and Details of Sidewalks, known as Attachment "N" attached.

38. This WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, more particularly known as Project No. 65-14-SP52 requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal and Utility.

The Contractor must sign and submit Attachment "I" agreeing to the terms and conditions as stated above with their bid documents or failure to do so may be cause for relection of bid.



(NAME OF CONTRACTOR & COMPANY)

David L. Harris, Vice President

October 14, 2014

(DATE)

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

WPC-SANITARY SEWER ASPHALT PAVING REPAIR PERIODIC BID

PROJECT #85-14-SP52

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 or as otherwise set by OWNER. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, 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. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (Instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. 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 words and numbers a unit price. The extended amount bid (unit price x quantity) will total automatically by a formula that has been designated by COH for the appropriate column of each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown, unless bidder is submitting a handwritten original. 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. See Attachment "A".

(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 on the outside of the envelope. 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 on the outside of the envelope.

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 on work performed 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, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities.

4. CHANGES TO CONTRACT

(A) Change to 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 three (3) 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 three (3) 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; (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.

(B) Change to Unit Price.

Prices to remain firm for the first year of the contract term. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

(C) Change to Items.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work,

which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

(D) Change to Contract Time.

The undersigned bidder understands that the Contract Time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend this contract for an additional one (1) year period on an annual basis up to two (2) times provided the contract does not exceed three (3) years.

Each work order will have a contract time assigned by OWNER based upon a particular project. Beginning and end dates for each project will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work.

All claims for adjustment in the contract time shall be determined by OWNER.

(E) 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 Contractors 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.

Monthly anticipated adverse weather delay work days based on (5) day work week

| 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 contractors 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. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. This document will be known as ATTACHMENT "C". Any additional subcontractors needed during the contract period shall be approved by the owner. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request for each work order.

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 per (5%) of the total base bid amount shown on Attachment "A", not to exceed \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, if, in the event that proposal of bidder is accepted,

the undersigned bidder 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. PERFORMANCE AND PAYMENT BONDS

All bonds must be approved by the City of Huntsville. Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 23.)

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 (1998 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 "F".

11. PERMITS

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

12. PAYMENT

A COH CD-RW will be provided for each project to the successful contractor for submitting requests for 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 (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 or for material or labor; 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. All pay requests will be submitted by hard copy and on CD-RW. The hard copy will be printed from the CD-RW. The OWNER will provide the CD-RW to the contractor. 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. SEE SECTION 29 FOR INFORMATION ON FINAL PAYMENT.

13. EXAMINATION OF SPECIFICATIONS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

Before submitting a proposal, bidders shall examine carefully the proposal form, standard specifications, supplemental specifications, contract, and special provisions. 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 requirements of standard specifications, supplemental specifications, special provisions, and contract. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. 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 sole responsibility of the bidder.

14. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, proposal, 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.

15. COMMENCEMENT OF WORK

All work shall begin within three (3) days of the work authorization after Contractor is notified unless delay is authorized by a City of Huntsville representative. Once work has begun, it should be completed in the shortest reasonable time and within the calendar days allocated for completion of the project. If work is not completed as allocated, Contractor will pay liquidated damages in accordance with Section 80.11 "Schedule of Liquidated Damages" for each day thereafter until all work is completed.

16. 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.

17. 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.). Liquidated damages will automatically calculate on the COH Pay disk and be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

18. TRAFFIC FLOW

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

19. 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.

20. TERMINATION FOR CAUSE

A. If the Contractor persistently or repeatedly refuses or fails to complete the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if Contractor 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 has been completed.

- 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.

21. UNBALANCED BIDS

The City may reject a bid as non-responsive 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.

22. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

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

C. OTHER INSURANCE PROVISIONS

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

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

1. General Liability and Automobile 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.

23. 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.

24. TIME IS OF THE ESSENCE

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

25. 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.

26. 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.

27. 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 or 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.

28. 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.

29. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractor's 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.

30. W-9 TAXPAYER FORM

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

31. FINAL PAYMENT

Final payment to be based upon each separate project work order issued by OWNER and made payable to construction contractor after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors. This final payment will be retainage only. All work will be complete prior to advertisement of completion. Advertisement of completion will be in a Huntsville local newspaper. The final payment request of retainage only will be submitted along with the advertisement of completion, warranties, and lien waivers.

32. PROJECT COMPLETION DATE

The project completion date will be set by the COH Project Engineer. This date will be after all work has been completed. Therefore, all work will be completed before any advertisement of completion is made. The completion date will always be before the first advertisement date.

33. 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.

34. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

For the purpose of determining the lowest responsive, and responsible bidder, the OWNER shall consider the total base bid amount only, with the award going to the lowest overall bidder. It is understood that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and bidder offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the original bid submittal. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. Basis of payment will be determined by the actual quantities measured (to be determined by the COH) and multiplied by the contract bid unit prices as originally submitted with the bid documents.

35. 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.

36. CORRECTION TO SECTION 105 - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

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

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

37. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS

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

38. NPDES CONSTRUCTION REQUIREMENTS

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

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

39. E-VERIFY STATEMENT

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.

40. 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.

41. 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.

42. 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.

43. GOVERNING LAW

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

44. 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.

45. 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.

46. 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.

47. 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.

48. 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

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

WPC-SANITARY SEWER ASPHALT PAVING REPAIR
PERIODIC BID
Project No. 65-14-SP52
October 8, 2014

Addendum #1

Attachment "A" is amended as follows:

Replace bid quantities with "replacement", **Attachment "A1"**. Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1"**. Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the 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

QUANTITIES REVISIONS

Item No. 1 :

~~Delete - Project Mobilization, per street (3% of the total cost of the work order) 30 EA~~

Add - Project Mobilization 60 EA

Item No. 2 :

~~Delete - Asphalt Repair Patch using 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP) 1-1/2" Thick for 2 layers for total of 3" Thick (includes saw cut, removal/replacement of base and disposal of soils) 7,500 SF~~

Add - Asphalt Repair Patch using 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP) 1-1/2" Thick for 2 layers for total of 3" Thick (includes saw cut, removal/replacement of base and disposal of soils) 75,000 SF

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. A response is MANDATORY regardless of your intent to bid the project. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

**Attachments: Pre-Bid Minutes
Revised Attachment "A1"**

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

PROJECT NAME: WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid

PROJECT NUMBER: 65-14-SP52

DATE: October 2, 2014

PROJECT ENGINEERS: Matthew Reynolds, Taylor Baker

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

| | |
|--------------------|------------------------|
| Tom Lovell | Tom Lovell Paving |
| Chris Lovoy | Reed Contracting |
| Greer Walker | Wiregrass Construction |
| Shane Cook | COH-WPC |
| Matt Reynolds | COH-WPC |
| Mary Hollingsworth | COH-Engineering |
| Penny Kelly | COH-Engineering |
| Michael Thomas | COH-Engineering |

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.
2. Project Engineer gave a brief description of Periodic Bid Project.

The purpose of this periodic bid is to provide for expedient asphalt paving for sanitary sewer repairs as designated by the City of Huntsville, utilizing unit prices for the commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates and/or times selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule.

This is a unique periodic that the City does not usually bid. This is a paving/repair bid that will serve Water Pollution Control solely. The bid is based on the City of Huntsville's Resurfacing project that is done every year; typically those are between fifty (50) and sixty (60) streets throughout the entire City.

Prior to the resurfacing of those streets, WPC goes in to each individual street and makes sanitary sewer repairs on the streets prior to the final resurfacing. The idea for this project is-once WPC mobilizes into an area and make repairs on the streets, there is obviously some time lapse difference between the time of the repair and the time the actual street is permanently resurfaced; so WPC will need some temporary patch work in those areas where they make the sanitary sewer repairs until the streets are resurfaced. WPC typically has a list of the streets and they will go in and may be doing 20-50 repairs per week starting in November through the winter months. Once WPC completes a group of streets, for example, 4-5 streets, then they will package those streets together in a project under this periodic. Contractor will be looking at 4-5 streets at a time of going through and re-patching all the areas where WPC made sanitary sewer repairs in the street. As far as the project breakout and mobilization is concerned, Matt said he would like to think that each project that will be done, the streets will be grouped together by location and area; he said he thinks it would be safe to say that one (1) project mobilization will be given to each project with those corresponding streets just because relatively they will be close together. Contractor will not be looking at working all over the City, project by project; WPC will group the projects together based on the general location. As far as traffic control goes, Contractor can bid this project assuming a very simple residential traffic control plan. Contractor will only be doing residential streets so there will be very small flow of traffic; typically just routing traffic around the work site area. All the traffic control needs to be included into the bid price. Matt said the reason he says that and wants the Contractor to be comfortable with the residential area is because any of the larger areas where there is a high traffic area, if WPC was to undertake a repair like that, it will be work where they make the repair and do the patch most likely in the same timeframe and will use Public Works to do that work with WPC so Contractor would not be responsible for any high intersections or high traffic areas. As far as patching methods go, typically what Contractor will see is WPC crews go in and open up the street, most likely it will not be saw cut, it will be broken up with a bucket, and they will make the repair and then will come back in and put the stone, the allotable amount of dense graded base and then 3" of cold mix on the top. WPC is expecting, from this bid, the Contractor to come back in and saw cut the repair location and get any of the crumbled asphalt out. Contractor will have a solid layer of dense graded base and will come up with the associated repair patch and wearing surface layer that is laid out in the quantities. As far as inspection and payments, WPC will ask for Contractor, for each project, to put together a final pay estimate. Once WPC receives that final pay estimate, it will be less retainage. Retainage will be held for each project. WPC will go out and do a visual inspection on the work and measure quantities based on the patch areas and then will go back and review the quantities the Contractor submitted and will pay the final pay estimate. Then Contractor will submit a final pay estimate for release of retainage. There will typically be two (2) pay estimates on a project like this. Chris Lovoy asked if the retainage payment required legal advertisement like other periodic projects. Matt answered that it would. Chris Lovoy asked if each PO, each group of streets, would have to be advertised in the newspaper. Matt said "that's correct." Matt told Contractors that they could refer to the Specifications; he said it is specified in the Specs as how that works.

SUMMARY:

1. Project Breakdown

- The projects will be broken out into 4-5 streets in a relatively close geographic area with multiple repairs on each street. Each project will pay a "Project Mobilization" as described in Bid Item 1.

2. Patching Methods

- WPC crews will install 3" of dense graded based and a cold mix topping at each repair. The contractor will be responsible for asphalt saw cut, removing excess material and installing asphalt as described in Bid Item 2.

3. Traffic Control

- Contractor shall assume only residential traffic control for this periodic bid. Any repairs in major traffic areas will be patched using city crews.

4. Inspection & Payment

- Once the final pay estimate has been received, WPC will inspect the project and release retainage. Each project shall follow COH specifications for close-out which includes, but is not limited to, advertisement of project close-out.

- 3. Utility Project Notification –** Utility company representatives should give 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.

Before any work begins on each Periodic Bid Project, the Contractor will be responsible for calling line locates and contacting utility representatives to locate and mark underground utilities. Where there are possible conflicts between the required construction and existing underground utilities, the Contractor will contact the appropriate utility company and meet at the job site to discuss plans for protecting, avoiding or relocating/adjusting the utility line.

The Contractor will not receive extra compensation for delays created by utility conflicts, but the cost for the delays and work will be covered by extra items of work afforded and necessary to compensate for the utility adjustment. If only extra time is involved and no extra line items, the Contractor will not be receive extra compensation.

There should not be any utility conflicts on this type of project; however, if for some reason there are utility conflicts, it will be the Contractor's responsibility.

4. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. 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 the CD-RW, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

5. PAYMENT

The OWNER agrees to pay the contractor as follows: Payment # 1 by the OWNER shall be a partial payment to the Contractor on the basis of duly certified and approved estimates of the total quantity of work performed by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all advertisements of the work have been performed. Payment # 2 by the OWNER shall be made after the City has received verification that the project has been advertised per the requirements of this Contract. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

6. Project Engineer discussed plans, specs and special provisions.

Addendum No. 1 will have the Pre-Bid meeting minutes, the revised Attachment A and all other corresponding specifications for this project. Matt wanted Contractors to be aware of a revision in the quantities. As far as Item #1-Project Mobilization, it is now going to be 60 potential projects, so the quantity changed from 30 to 60. Item No. 2-Asphalt Repair Patches will change to 75,000 SF. Matt pointed out that with this being a Periodic Bid, these were not guaranteed quantities; but it is a pretty fair guess as to what they think they will do.

The City of Huntsville has standard specifications which will be the specifications used for this project.

- a. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges, extra work, materials, etc.
- b. State of Alabama classification required shall be stated. (HS) Highways & Streets or (MU) Municipal & Utility.
- c. Council: 10/23/14. Notice to Proceed will most likely be the day after. The first project will probably not be submitted until late November.

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

8. 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). 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.

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

8. 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.)

9. Any subcontractors present were given the opportunity ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment “D” – “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.

10. 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 "I". 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.

11. Asked if there are any further questions.

Q: Chris Lovoy asked about Item No. 1 - Project Mobilization 3% per street. He said all the other Periodic jobs have contract mobilization and a project mobilization. He said the 3% is to cover the miscellaneous costs and it is really not calculated in the bid at bid time, it is per work order, then there is the project mobilization which will be the 60 each. The description for Item No. 1 has 3% of the total cost of the work order and 30 each and that is contradictory.

A: Matt said that will be revised. He said the mobilization cost is just going to be a project mobilization. He said that item is going to be taken out. Chris confirmed that we will not be doing the 3%. Matt said "No." Shane Cook explained on the WPC Periodics, that there are a lot smaller items than what Chris is talking about on the major periodics. He said it is usually just one (1) line item. It's usually pipe bursting or CIPP or manhole rehab, it's always just been one (1) because on the big ones, there may be administrative work and mobilizing to build a small bridge or something. In the contracts that WPC bids, they pretty much know what the Contractor will be mobilizing.

- Q:** Chris Lovoy said if these are streets that are going to be either milled or resurfaced, would WPC not rather the Contractor put binder in instead of wearing surfacing and save a little money.
- A:** Matt said all the streets will be on the Resurfacing bid. Shane Cook said there is a greater than small chance that all will not be resurfaced. He said that 75-85% of the streets will be paved. The other percentage won't get paved and might not get paved the following year. He said he understands what Chris is saying, but historically it happens that way. If Public Works gives Shane something that is 80% good he'll be ecstatic. The whole reason WPC is doing this periodic this year is because they're usually doing point repairs and they may not get them until January, but they will be doing point repairs this time with up to five (5) crews; they will be doing 10-20 a day and the Resurfacing project will not bid until March or April and the list changes daily.
- Q:** Asphalt patches are really not patching; it needs to be workmanship that may be there permanently?
- A:** Shane said there are examples. LTS Construction does the pipe bursting in town. When they walk away from the project, that's what he's expecting these asphalt repairs to look like. Chris Lovoy asked "finish product"? The answer was "Yes." Michael Thomas said it has to be 40 degrees and rising. Shane said if they get the asphalt plant open and that will be the big holdup; sometimes they will turn people loose at this time of the year and they might not be able to get to it for a week or two.

12. 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. A response is MANDATORY regardless of your intent to bid the project.** Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. Contractor must attach Attachment "C" acknowledging the addendum with the bid. Last day for questions concerning this project before the bid will be **October 6, 2014 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **October 8, 2014 until 5:00 p.m.** **Bids open: October 14, 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.

General Notes:

The award of bid will be based on unit prices only.

Every item on the bid must be bid.

To get a project started, Matt Reynolds will get a PO#, start and end date, and email to contractor. The original will be mailed.

The contract is good one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

Attachment "I" must be submitted with the bid documents.

Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991).

Each project will be considered as a separate project as far as retainage is concerned.

A \$100,000 Performance Bond and a \$100,000 Payment Bond are both required for one (1) year at the award of bid; if bid is extended to the same Contractor, bonds must be extended.

Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

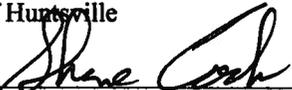
| ATTACHMENT "A1" | | | | | | 10/7/2014 |
|--|--|---------|----------|----------------|------------|-----------|
| WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid Project No. 65-14-SP52 | | | | | | |
| ITEM NO. | DESCRIPTION | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT | |
| | MOBILIZATION | | | | | |
| 1 | Project Mobilization | 60 | EA | | \$0.00 | |
| | ASPHALT ITEMS | | | | | |
| 2 | Asphalt Repair Patch using 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP) 1-1/2" Thick for 2 layers for total of 3" Thick (includes saw cut, removal/replacement of base and disposal of soils) | 75,000 | SF | | \$0.00 | |
| | TOTAL BASE BID PRICE (for evaluation purposes only): Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices. | | | | \$0.00 | |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION. | | | | | | |
| COMPANY _____ SIGNATURE _____ DATE _____ | | | | | | |

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Reed Contracting Services, Inc., in the amount of FIVE HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$536,250.00), for WPC-Sanitary Sewer Asphalt Paving Repair Periodic Bid, Project No. 65-14-SP52, which is being submitted to the City Council of the City of Huntsville for approval on this the 23rd day of October, 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



Shane Cook
Director of Water Pollution Control
City of Huntsville

E-VERIFY – NOTICE

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Reed Contracting Services, Inc.

(Company)

BY: 

(Authorized Representative)