CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: November 20, 2014

Action Requested By: Engineering

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 Governors West Roadway Improvements (aka Parkside Town Centre Roadway), Base Bid and Option No. 1, Project No. 65-14-RD12

Note: if amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

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

This agreement is for construction of 1,000 LF of new 2-lane roadway with a turn lane and approximately 3,000 LF of roadway reconstruction with various stormwater piping in the following amounts: Award Base Bid - $1,420,032.85 and Option No. 1 – $211,697.00 following for a total contract amount of $1,631,729.85. Account No. 23-6500-0813-8518

Associated Cost: $1,631,729.85

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathy Martin

Date: 11-17-14

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: November 20, 2014

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Construction Contract**

Document Name: **Reed-Governors West Roadway Imp Project No. 65-14-RD12**

City Obligation Amount: **$1,631,729.85**

Total Project Budget: **$1,631,729.85**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8518**

Procurement Agreements

Title 39	Competitive

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	Signature	Date
1) Originating	[illegible]	11-17-14
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract with the low bidder, Reed Contracting Services, Inc., in the amount of ONE MILLION SIX HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-NINE AND .85/100 DOLLARS ($1,631,729.85) for Governors West Roadway Improvements (aka Parkside Town Centre Roadway), Base Bid and Option No. 1, Project No. 65-14-RD12, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Reed Contracting Services, Inc. for Governors West Roadway Improvements (aka Parkside Town Centre Roadway), Base Bid and Option No. 1, Project No. 65-14-RD12" consisting of a total of one (1) page plus seventy-five (75) 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 November 20, 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 20th day of November, 2014.

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

APPROVED this the 20th day of November, 2014.

_____
Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
REED CONTRACTING SERVICES, INC.
FOR
GOVERNORS WEST ROADWAY IMPROVEMENTS (AKA PARKSIDE TOWN CENTRE ROADWAY), BASE BID AND OPTION NO. 1
PROJECT NO. 65-14-RD12

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 20th day of November, 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 Governors West Roadway Improvements (aka Parkside Town Centre Roadway), Base Bid and Option No. 1, Project #65-14-RD12, 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"

BY:

_____
Tommy Battle, Mayor

_____
Reed Contracting Services, Inc.

_____
Charles E. Hagood
City Clerk Treasurer

ATTEST: _____

_____
Mark Russell
City Council President

DATE: November 20, 2014

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

CITY OF HUNTSVILLE, ALABAMA

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SUPPLEMENT TO GENERAL REQUIREMENTS

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ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	CLEARING AND GRUBBING, INCLUDES ALL REMOVAL ITEMS & DISPOSAL	7	AC	$5,466.91	$38,268.37
2	UNCLASSIFIED EXCAVATION, INCLUDES COST TO DISPOSE OF UNSUITABLE MATERIAL	7,495	CY	$9.90	$74,200.50
3	BORROW EXCAVATION, MATERIAL FROM STOCKPILES	8,059	CY	$2.00	$16,118.00
4	ONSITE TOPSOIL FOR SLOPES (6" THICK)	3,000	CY	$11.41	$34,230.00
5	ALDOT 301A-012, CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	5,518	SY	$7.20	$39,729.60
6	ALDOT 301A-020, CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 8" COMPACTED THICKNESS	6,862	SY	$9.16	$62,855.92
7	ALDOT 405A-000, TACK COAT	4,100	GAL	$2.82	$11,562.00
8	ALDOT 407B-000, JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	2	MI	$1,461.31	$2,922.62

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

9	ALDOT 408A-052, PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" TO 2.0" THICK)	7,500	SY	$1.20	$9,000.00
10	ALDOT 424A-360, SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGG SIZE MIX, ESAL RANGE C/D	1,414	TON	$83.89	$118,620.46
11	ALDOT 424B-651, SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX AGG SIZE MIX, ESAL RANGE C/D	1964	TON	$71.47	$140,367.08
12	ALDOT 42B-681, SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX AGG SIZE MIX, ESAL RANGE C/D	1,525	TON	$76.48	$116,632.00
13	610C-000, LOOSE RIP-RAP, CLASS 1	200	TON	$26.83	$5,366.00
14	614A-000 Slope Paving(4" THICK, ISLAND AT GOVERNORS WEST AND OLD MADISON PIKE)	266	SY	$34.57	$9,195.62
15	623C-000 COMBINATION CURB & GUTTER, TYPE C, (24")	4,416	LF	$10.29	$45,440.64
16	630A-001, STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	1,344	LF	$22.05	$29,635.20

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

17	630C-050 GUARDRAIL END ANCHOR, SERIES 10	2	EA	$3,255.00	$6,510.00
18	CONCRETE SIDEWALK, 5 FEET WIDE, 4" THICK, COMPLETE IN-PLACE	1,528	SY	$30.28	$46,267.84
19	SOLID SODDING, BERMUDA	3,000	SY	$4.63	$13,890.00
20	S-TYPE INLET, SINGLE-WING, COMPLETE IN-PLACE	7	EA	$2,494.87	$17,464.09
21	S-TYPE INLET, DOUBLE-WING, COMPLETE IN-PLACE	4	EA	$2,657.86	$10,631.44
22	48" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	32	LF	$149.09	$4,770.88
23	42" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	103	LF	$100.06	$10,306.18
24	24" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	434	LF	$46.14	$20,024.76
25	18" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	693	LF	$35.26	$24,435.18
26	48" DOUBLE HEADWALL (COMPLETE IN-PLACE)	1	EA	$5,420.38	$5,420.38
27	42" SLOPE PAVED HEADWALL	1	EA	$2,238.75	$2,238.75
28	18" SLOPE PAVED HEADWALL	1	EA	$655.51	$655.51

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

29	JUNCTION BOX, COMPLETE IN-PLACE	9	EA	$1,987.67	$17,889.03
30	701A-227 SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	2	MI	$3,150.00	$6,300.00
31	701A-230 SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE(5" WIDE)	2	MI	$3,150.00	$6,300.00
32	701A-244 BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MI	$1,995.00	$1,995.00
33	701B-207 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	800	LF	$2.10	$1,680.00
34	703A-002 TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	1,464	SF	$5.25	$7,686.00
35	703B-002 TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	370	SF	$5.25	$1,942.50
36	705A-030 PAVEMENT MARKERS CLASS A-H, TYPE 2-C	100	EA	$5.25	$525.00
37	705A-037 PAVEMENT MARKERS CLASS A-H, TYPE 2-D	196	EA	$5.25	$1,029.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

38	710A-115 ROADWAY SIGNS, CLASS 4, ALUMINUM FLAT SIGN PANELS, 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	49	SF	$16.80	$823.20
39	710B-021 ROADWAY SIGN POST, #3 "U" CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL	126	LF	$8.93	$1,125.18
40	740B-000 CONSTRUCTION SIGNS	641	SF	$5.51	$3,531.91
41	740D-000 CHANNELIZING DRUMS	250	EA	$26.25	$6,562.50
42	740F-002 BARRICADES, TYPE III	2	EA	$168.00	$336.00
43	WARNING LIGHTS, TYPE B	16	EA	$99.75	$1,596.00
44	TEMPORARY RIP-RAP	100	TON	$33.76	$3,376.00
45	FILTER BLANKET, GEOTEXTILE	200	SY	$3.27	$654.00
46	EROSION CONTROL NETTING, TYPE S4(ALDOT)	10,000	SY	$1.46	$14,600.00
47	TEMPORARY SEEDING	2	AC	$987.15	$1,974.30
48	TEMPORARY MULCHING	2	AC	$987.15	$1,974.30

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

49	SILT FENCE (INCLUDES REMOVAL)	5,000	LF	$2.82	$14,100.00
50	TEMPORARY COARSE AGG (#2 STONE)	200	TON	$16.24	$3,248.00
51	INLET PROTECTION, STAGE 3 OR 4	16	EA	$419.15	$6,706.40
52	WATTLE	320	LF	$4.62	$1,478.40
53	MOBILIZATION	1	LS	$124,505.50	$124,505.50
54	ENGINEERING CONTROLS, CONSTRUCTION STAKING	1	LS	$18,488.46	$18,488.46
55	Water Distribution relocation and extension, Complete In-place	1	LS	$15,049.78	$15,049.78
56	Water System Aid-to-Construction, to be paid to Huntsville Utilities by the Contractor for required water main materials	1	LS	$23,969.00	$23,969.00
57	Electrical System relocation and extension, Complete In-place	1	LS	$72,013.20	$72,013.20
58	Electrical System Aid-to-Construction, to be paid to Huntsville Utilities by the Contractor for the required Electrical System components	1	LS	$65,292.00	$65,292.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

59	180 LF OF 2-2" SCHEDULE 40 PVC, COMPLETE IN-PLACE, STRUNG AND CAPPED FOR FUTURE TRAFFIC SIGNAL, INCLUDES THREE (3) JUNCTION BOXES(PENCELL PLASTICS PART # PE14HDX, 23.50"x19.00"x12.00" POLYETHELENE BOX AND COVER, OR APPROVED EQUAL)	1	LS	$5,460.00	$5,460.00
60	LIGHTING SYSTEM, RELOCATE 3 OF THE EXISTING LIGHT FIXTURES, INSTALL 6 NEW LIGHT FIXTURES OF SAME TYPE AND SPACING AS EXISTING. PRICE TO INCLUDE PROVIDING HUNTSVILLE UTILITIES WITH THREE (3) ADDITIONAL FIXTURES FOR FUTURE REPAIRS	1	LS	$54,263.17	$54,263.17
61	LANDSCAPING, RELOCATE EXISTING TREES, INCLUDING ADJACENT SHRUBS, INCLUDES ALL SOIL PREP AND MULCHING, PER COH PLANTING DETAILS (MATCH EXISTING SPACING AND OFFSETS FROM CURB LINE)	32	EA	$525.00	$16,800.00
	TOTAL BASE BID				$1,420,032.85
	Option No. 1 - Complete Lighting System Replacement				

Att A1 - Pg 7 of 8 - 11/20/14

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

1-1	Complete Lighting system, In-place, per Huntsville Utilities Design (Price to include removal of existing fixtures, poles, and bases)	1	LS	$120,855.00	$120,855.00
1-2	Aid-to-Construction for Lighting System, to be paid to Huntsville Utilities by the Contractor	1	LS	$90,842.00	$90,842.00
	TOTAL Option No. 1				$211,697.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

COMPANY Reed Contracting Services, Inc
SIGNATURE
DATE 10/21/14

Att A1 - Pg 8 of 8 - 11/20/14

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:

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

FOR THE CITY OF HUNTSVILLE, ALABAMA.

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

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

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. 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. 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 copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

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

The undersigned bidder understands that all work on the access drive, from STA 10+56.54 to STA 33+28.11 must be completed NO LATER than February 28, 2015. The remaining work required on Governors West should be completed no later than May 31, 2015. (Refer to City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages").

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12
Page Two

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

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

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

DATED: October 21, 20 14.

(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 OF OFFICERS

PRESIDENT Michael Reed

SECRETARY Vice President - David L. Harris

TREASURER Secretary - Charles C. Lovoy

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"

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

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.

ADDENDUM NO.	DATE RECEIVED
1	10/15/2014
2	10/17/2014

COMPANY Reed Contracting Services, Inc.

SIGNATURE [signature]

TITLE Vice President

DATE October 21, 2014

ATTACHMENT "D"

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

SUBCONTRACTOR'S LISTING

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

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control	Protection Services, Inc.	S-39742	P.O. Box 170638, Birmingham, AL 35217	38 - 43
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	Shoals Electric Company, Inc.	9168	704 Davison Ave, Muscle Shoals, Alabama 35661	59
Street Lights	Shoals Electric Company, Inc.	9168	704 Davison Ave, Muscle Shoals, Alabama 35661	60, 1-1
Electrical	Shoals Electric Company, Inc.	9168	704 Davison Ave, Muscle Shoals, Alabama 35661	57, 6
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	J.C. Cheek Contractors, Inc.	11303	P.O. Box 1138, Kosciusko, MS 39090	30 - 37
Sewer Testing				
Guardrails	Alabama Guardrail, Inc.	9452	P.O. Box 126, Cleveland, AL 35049	16, 17
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

ATTACHMENT "E"

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

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

1. City of Huntsville — University & Paramount Intersection Improvements
   320 Fountain Circle
   Huntsville, 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 Tuesday, October 14, 2014 at 8:30 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Governors West Roadway Improvements, more particularly known as Project No. 65-14-RD12

Description of Project: Construction of 1,000 LF of new 2-lane roadway with a turn lane and approximately 3,000 LF of roadway reconstruction with various stormwater piping.

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 Governors West Roadway Improvements, more particularly known as Project No. 65-14-RD12 — requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 21st 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 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

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

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

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

Ad run date: 10/10/14

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C O. # 3 $ -

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

MATERIAL STORED (INVOICE ATTACHED) $ -

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

AMOUNT EARNED AFTER RETAINAGE $ -

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

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

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

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

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

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - = #DIV/0!
TOTAL CONTRACT AMOUNT -

C. PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

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

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY _____ CONTRACTOR _____

TITLE _____

SIGNED _____ WITNESS: _____
SIGNATURE

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

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY _____
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED _____

ATTACHMENT "H"

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

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

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

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

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 157-607-Alabama
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: _____ Title (if applicable): Vice President

Type or legibly write name: David L. Harris Date: October 21, 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 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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

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

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

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

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

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

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ARTICLE III

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

A. REFERRAL TO THE SSA

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

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

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

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

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

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

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

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

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

Company ID Number: 109504

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

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

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

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

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

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

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

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

Employer Reed Contracting Services Inc.

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

Department of Homeland Security – Verification Division

Company ID Number: 109504

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

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

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

Company Alternate Address:

County or Parish: **MADISON**

Employer Identification Number: **631095945**

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

Parent Company:

Number of Employees: **100 to 499** Number of Sites Verified for: **1**

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

- ALABAMA 1 site(s)

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

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

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

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

GOVERNORS WEST ROADWAY IMPROVEMENTS

PROJECT NO. 65-14-RD12

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

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

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

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. 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 numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

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

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

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

3. **QUANTITIES**

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

4. **CHANGE ORDERS**

(A) Changes in the Work

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

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

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

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

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

(B) Change of Contract Price.

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

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

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

(D) Time extension for abnormal weather conditions

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

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

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

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

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

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

5. **MAINTAIN OFFICE**

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

6. **SUBCONTRACTORS**

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

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. **BID BOND**

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

8. **N/A**

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

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

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

10. **LICENSES AND CLASSIFICATIONS**

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

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. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. **PAYMENT**

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

13. **N/A**

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

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

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

15. **INCLUSIONS TO CONTRACT**

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

16. **COMMENCEMENT OF WORK**

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

17. **CONTRACT TIME**

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

18. **LIQUIDATED DAMAGES**

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

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

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

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

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

19. **STORAGE OF MATERIALS**

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

20. **TRAFFIC FLOW**

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

21. **TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

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

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

rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

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

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

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. TERMINATION FOR CAUSE

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

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

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

23. UNBALANCED BIDS

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

24. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

Products and Completed Operations

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

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

C. **OTHER INSURANCE PROVISIONS**

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

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

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles

owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

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

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

2. All Coverages

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

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

D. **ACCEPTABILITY OF INSURERS**

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

E. **VERIFICATION OF COVERAGE**

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

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

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

G. **HOLD HARMLESS AGREEMENT**

1. Other Than Professional Liability Exposures

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

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

25. DOMESTIC PREFERENCES

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

26. TIME IS OF THE ESSENCE

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

27. NO DAMAGES FOR DELAYS

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

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

28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

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

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

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

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

30. WARRANTIES

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

31. COORDINATION WITH OTHER CONTRACTORS

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

32. W-9 TAXPAYER FORM

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

33. FINAL PAYMENT

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

LEGAL NOTICE (Header)

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

34. PROJECT COMPLETION DATE

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

35. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

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

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

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

Record Drawing Criteria, unless otherwise noted by City Engineer:

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

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

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

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

      ii. Vertical location (to verify positive drainage)

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

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

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

Checklist for review of record drawings:

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

h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			

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

36. **LIEN WAIVERS**

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

37. **LOWEST RESPONSIBLE BIDDER**

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

38. **NON-RESIDENT BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. **NPDES CONSTRUCTION REQUIREMENTS**

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

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

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

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

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

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

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

48. **E-VERIFY – NOTICE**

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

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

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

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

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

49. **CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS**
For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

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

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

50. **SURVIVABILITY OF CONTRACT PROVISIONS**

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

51. **SURETY BONDS**

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

52. **GOVERNING LAW**

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

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

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "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.

54. SUCCESSORS AND ASSIGNS

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

55. WRITTEN NOTICE

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

56. RIGHTS AND REMEDIES

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

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

57. ENTIRE AGREEMENT

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

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS WEST ROADWAY IMPROVEMENTS
Project No. 65-14-RD12
October 15, 2014

Addendum #1

Attached are the Minutes from the Pre-Bid meeting for referenced project. Please note: some clarifications have been made in the minutes as relates to some responses to questions posed during the meeting.

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" " included in Specifications for the project 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.

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY
PRE-BID MEETING

PROJECT NAME: Governors West Roadway Improvements

PROJECT #: 65-14-RD12

DATE: October 14, 2014

PROJECT ENGINEER: Chris McNeese

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

Ricky Cross	Midsouth Paving
Walt Ashwander	Midsouth Paving
Greer Walker	Wiregrass Construction
Jamie Prater	Shoals Electric
Stan Riley	Shoals Electric
Tim Mayhall	Reed Contracting
Andy Dinges	Garver
Brian Walker	COH-Landscape
Dan Sanders	COH-Traffic Engineering
Mary Hollingsworth	COH-Engineering
Penny Kelly	COH-Engineering
Chris McNeese	COH-Engineering

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

   Andy Dinges with Garver, who was the design consultant on the project, is present.

   OMI will be the geotech on this particular project doing testing. OMI's representative was not present.

   A City of Huntsville inspector has not been assigned at this time. This will be discussed in the Pre-Construction meeting with the awarded Contractor.

2. Project Engineer gave a brief description of work.

   Construction of 1,000 LF of new 2-lane roadway with a turn lane and approximately 3,000 LF of roadway reconstruction with various stormwater piping. This is happening adjacent to Lake 5 in the Research Park area right up against I-565 off of Governors West.

3. Progress Schedule of Operations were discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. if the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).

   Critical path will not be required as this is a ninety (90) day project.

4. Discussed all Permits.

   Contractor is responsible for the ADEM Permit.

   No State permit is required.

   Andy Dinges asked if there was a permit in place for the Lake work. Chris stated that there is and it will be covered. Permit and monitoring are being handled by OMI, permit is in the COH's name.

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

   Chris said that Richard Knox is preparing an Option of alternate lighting along the roadway. Chris said he will get that to us prior to the cutoff for questions, so we'll have enough time to put it in the Addendum for Contractors for bidding. Chris said the Contractors do not have that alternate plan to look at today as it was a last minute catch and Huntsville Utilities wanted to submit a different set of lights.

   Andy said the original plan was to take the lights that are out there, that were put in by the developer, and relocate those existing lights and add six (6) additional ones at the same spacing and provide Huntsville Utilities with some spares, but Richard has also asked Garver to look at bidding the whole new system based on Huntsville Utilities' standard lights just to see which is more cost effective. Andy repeated that we will put out an addendum to clarify and give as much detailed information as possible regarding the lights that are already there.

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

   Chris said due to the tight time frame on this project, any submittals given needs to be directed to Chris and he will get them to Garver, especially with the lighting, and we will do a quick turnaround for shop drawings and get those back to the Contractor for ordering.

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

   There should be no right-of-way issues. Andy said there is plenty of existing right-of-way and everything is in place.

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

   There is work going on at Lake 5; Public Works is completing creating a seawall using Redi-Rock. There is some traffic going in and out, but that should be wrapped up and complete prior to Contractor starting this project.

9. 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. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall 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.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the

contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

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

a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

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

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

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

e. There are ninety (90) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified.) Council: 10/23/14; Anticipated NTP: no later than 11/7/14

Questions regarding plans/quantities:

Q: Greer asked about crossing by others shown on the plans; he wanted to know where this job starts and stops.

A: Andy said no. He said it stops at 1056 where it says begin Cabela Drive and it goes east from there. He said he left that alignment for the road in there because there are storm drains there and the storm drain goes all the way up to the lake. He said it will all be either Cabela's or the adjacent owners.

Q: Pay Item 56 on the electrical says "complete in place", but typically Huntsville Utilities furnishes material. Even plans show provided by Huntsville Utilities. Will they be furnishing that?

A: Andy said that will be shown on the aid-to-construction payment.

Q: Tim Mayhall asked if the aid-to-construction amounts were available.

A: Chris asked if we usually put the ATC amounts in the quantities when we bid those. Penny said that we have in the past. Chris said we will revise the quantities and repost the quantities. Penny said if the quantities are revised, then we revise them in the Addendum No. 1, where the minutes and everything goes out, unless it is needed prior to that Addendum. The revised quantities are then posted at the same time. Chris said more than

likely we'll show the revision in the Addendum and will post the quantities on the website for the Contractors to download.

Q: Pay Item 2 & 3 – Unclassified Excavation, includes all removal items and removal of unsuitable material, price to include cost to dispose of unsuitable material, how will that be measured?

A: Quantities have been modified to include REMOVAL items under Clearing and Grubbing. Unclassified and Borrow Excavation will be paid according to in-place volumes that will be field verified by survey once excavation is completed and after final grades are achieved. Andy said he doesn't really anticipate much unsuitable material. He included it as a catch-all. He said it is all mostly fill material. He said we can stockpile on site as long as it is not left behind afterwards. If there is a bunch of topsoil left over, it may have to be disposed of. He repeated that he doesn't anticipate this; reuse the topsoil on Governors West on the fill slopes and reuse what little bit of topsoil is scraped off along the existing smaller road; reuse that in the same area. There should not be a whole lot of material removed that is fairly balanced, but mainly he wanted to make sure the Contractors knew they were responsible for taking whatever is left on the site. It will be very minimal, but there could be 500 yards of material still left on site.

Q: Tim Mayhall repeated that we anticipate all but 500 yards of the material being used?

A: Andy said yes; it is real close to being balanced. Any topsoil or acceptable fill material that remains may be left on-site in an area designated by adjacent owners. Unsuitable materials such as stumps, root balls, or other miscellaneous items will need to be properly disposed of.

Q: Tim said there are 8,059 cubic yards of borrow material.

A: Andy said it's because it can't all be done at once. Contractor can't cut and place. They will have to cut and stockpile and then place it later. It will be hard for the Contractor to cut on a little drive and then place it on Governors West at the same time. Andy said we can designate some stockpile areas on site, so he figured pay to cut and stockpile and then pay to place. There is also suitable borrow material on-site, therefore if the excavated material does not meet all the borrow requirements there will be on-site material to make up the balance.

Q: What about guardrails, curb & gutter, etc. ?

A: Andy said yes. He said he tried to include the box sheet so Contractor would have an idea, but it is not all inclusive. There may be some things on the plans for removal that aren't qualified. Chris said the City will just overrun that item if there are any additional things. Andy said if it is a major item that has to be dug out, we will address it on a change order.

Q: On the roadway lighting, is the only plan set with the utility what is in the plans?

A: Andy said we were supposed to receive the new drawing from Richard Knox on Friday, October 10, but we have not received it yet.

The plan does not clarify where the lights are moving. Andy said basically the ones that are in place, if we relocate, we'll just scoot them back; same distance behind the curb where they are now, just extend the conduit. Andy said he's not exactly sure what Richard's plan is going to entail. He said Richard feels the spacing out there is half, if you're actually trying to get true lighting on the road, but with this being commercial properties on both sides, instead of getting a lot of light leaks, he personally would feel comfortable with extending that existing spacing.

Q: It is hard to tell on the plans which lights are new and which ones are existing. Jamie Prater with Shoals Electric said it would be hard to bid by using the drawing he has.

A: The utility plan shows a darker symbol for the proposed relocated lights, all basically perpendicular to their current location maintaining the same offset from the relocated curb & gutter. These are based on the option to re-use and match existing lighting. Garver is still gathering information for the existing light fixtures, they are 400W MH fixtures on 30' poles. Andy said he does not have a lot of information since that was done by a private developer so it is hard to determine exactly where the conduit is running. Andy said he'd clarify that as best he can in the Addendum.

Chris asked if Mr. Prater was having a hard time making a determination on the plans. He asked if we need to resubmit the plans to make it clearer. Mr. Prater said "yes." Chris said if that's the case, we will do it. We want to take away any confusion and eliminate any misunderstandings that anyone may have deciphering the plans. We will re-issue that particular drawing and make it a little clearer.

Q: Note 301 states that the removal of all miscellaneous items in the project limits will be subsidiary obligations to clearing and grubbing. Greer said he thought he just heard that all removals will be unclassified; he said he thinks that is how the pay item reads.

A: Andy said it is a catch-all for the clearing and grubbing. He said all removal items will be subsidiary to clearing and grubbing. We have not included any individual removal item pay items. Removal Items shall be covered under the clearing and grubbing pay item.

Q: Tim asked if it will need to be in clearing and grubbing or unclassified. Greer said it is hard to pay for trees in unclassified.

A: Andy said the trees are all being relocated.

Q: Tim asked if the trees to be relocated are shown on the drawings. Does it show their existing and proposed new locations?

A: The existing locations are shown, they will be moved back; maintain spacing. Andy said he will clarify that the trees be reset perpendicular to their current location; same offset from the curb.

Brian Walker asked if the shrubs were changing too. Andy said he was not as worried about the shrubs. Chris asked Brian if he wanted to be put on notice when the trees were reset. Brian said that was fine. He said that those trees have only been in the ground for two (2) years. He said they were put in 1 ½" – 2" caliber so they're not so permanently rooted. They should be easy to transplant. Andy said we will not worry with replacing any trees we lose. We will relocate what we can and if we run out of trees towards the back, we just run out of trees.

Q: Tim expressed concerns about the ninety (90) days allowed in the project.

A: Chris said that the topic is still open to be discussed. He said at this time of the year, we're looking at NTP around November 7. He said we could very well hit some rain days. He asked Tim what he proposed. Tim said 180 calendar days. Chris said that we would address this in the addendum.

Mr. Prater said that they will have to procure the lights and it takes a little bit of time also. Chris asked what the lead time would be. Mr. Prater said at least six (6) weeks on the poles. He said, however, that every manufacturer is different and there again it depends on if they went with Huntsville Utilities' recommendations on poles. They may have the poles they want to add and the Contractor can borrow those and then replace them. It may not be an issue, but then again it could be. Andy said the Contractor really needs to do the Cabela Drive work first and generate the material to build Governors. Contractor can get that done and start working on the lighting while doing Governors West. Chris said we scheduled a tight timeline due to internal deadlines we're trying to reach; he said he'd go back and see what the flexibility is on that. He said we will give as much as we can. We don't want to overinflate the price of this project due to the tight timeline, but, at the same time, we want to be realistic. This will be addressed in the Addendum.

Mr. Prater added that you're also not looking at the amount of time it takes to get the poles. He said you're looking at when you get the Notice to Proceed, that is when he places the order and he is a week in getting the submittals, he then turns that over to the City and another week has passed before he gets them back. That puts him 2-3 weeks down the road before the order can be placed after the NTP. Add the 6 weeks to get the order, you're at 8-9 weeks out then. Chris said this will be taken into consideration as well.

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

46. SHOP DRAWINGS

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

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

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

18. **LIQUIDATED DAMAGES**

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

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

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400

$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

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

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

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

There will probably not be much traffic where we're building the new 1,000 foot roadway, but obviously when the Contractor gets out between the hotel and daycare and on the main road, Governors West, there will be some traffic control issues out there. Dan Sanders pointed out that there doesn't seem to be an anticipated road closure at all for any of the paving on Governors West. Andy said he prefers to try to keep it open. Dan said the only reason he says that is right now it is a detour for the closed Old Madison Pike project. He said that is supposed to be reopened by the end of the calendar year, but he didn't know how that staging was going to go. Dan said it is a pretty sensitive area right now; it is the preferred detour for a lot of people.

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

All are getting new wearing surface anyway.

14. Any subcontractors present were given the opportunity to 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.

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

E-VERIFY – NOTICE

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

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

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

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

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

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

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

16. Asked if there are any further questions.

Q: Tim Mayhall asked if the pre-bid minutes could be sent out prior to the cutoff for questions.

A: Chris said that we will comply with his request.

17. 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. Last day for questions concerning this project before the bid will be **October 16, 2014 until 12:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **October 17, 2014 until 5:00 p.m.** **Bids open: October 21, 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.

Chris reminded bidders to pay close attention to any requirements for submitting bids.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS WEST ROADWAY IMPROVEMENTS
Project No. 65-14-RD12
October 17, 2014

Addendum #2

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.

Questions from Contractors:

Q. In Q&A portion of addendum #1, on page 6, says, " but mainly he wanted to make sure the contractors knew they were responsible for taking whatever is left on site". Since this is addressed under a question about the unclassified excavation, I'm assuming that he is talking about any excess soil. Is this correct?

A. Yes, any excess soils such as topsoil or suitable fill material can remain in approved stockpile areas. Material such as stumps, rootballs, trash, or other unsuitable materials will need to be disposed of.

Q. The next question in the addendum is answered by just the opposite, it says it can be left on site, which is correct? If the material that is excavated is not suitable for structural fill and we have to use material from existing stockpiles on site, what will become of the material that has been excavated? Left on site or hauled off?
A. Hauled off.

Q. Will any of the utilities adjacent to the roadway that is being removed, have to be removed also? Such as waterlines, conduits, etc.....
A. The utilities can be abandoned in-place if not removed during normal excavation.

Q. Pay item #38 roadway signs- calls for aluminum or steel signs, is this at the contractor's discretion or the owners?
A. Contractor's discretion.

Q. Pay item #39 sign post – calls for galvanized steel or 2" square tubular steel, is this at the contractor's discretion or the owners?
A. Contractor's discretion.

Clarifications:

1-The following statement from Page 1 of Attachment "B" is deleted regarding contract duration:

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

The following statement is added to Page 1 of Attachment "B" in place of preceding statement; please insert attached revised Page 1 into Attachment "B" to submit with the bid.

The undersigned bidder understands that all work on the access drive, from STA 10+56.54 to STA 33+28.11 must be completed **NO LATER** than February 28, 2015. The remaining work required on Governors West should be completed no later than May 31, 2015. (Refer to City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages".

2-Option to Extend Existing Lighting Types and Spacing:

For relocation and extension of existing lighting system, the existing fixtures are 400W Metal Halide fixtures similar to Catalogue No. MPTR-SL-400.ies, 400 Watt Pulse-Start Clear ED-28 Horizontal Burn, 40000 Lumens, 30' Mounting Height, 5' behind curb, these are mounted on 30 foot square poles, with 2' diameter concrete bases. As noted in the bid tab, the contractor will be required to relocate 3 of the existing lights (move light perpendicular to current location, with same offset from the proposed curb line), install 6 new fixtures as per the locations on the Utility Sheets (matching spacing and offsets of existing lights), and provide Huntsville Utilities with 3 additional fixtures. Price shall include all conduit, wiring, and any other materials necessary for complete installation.

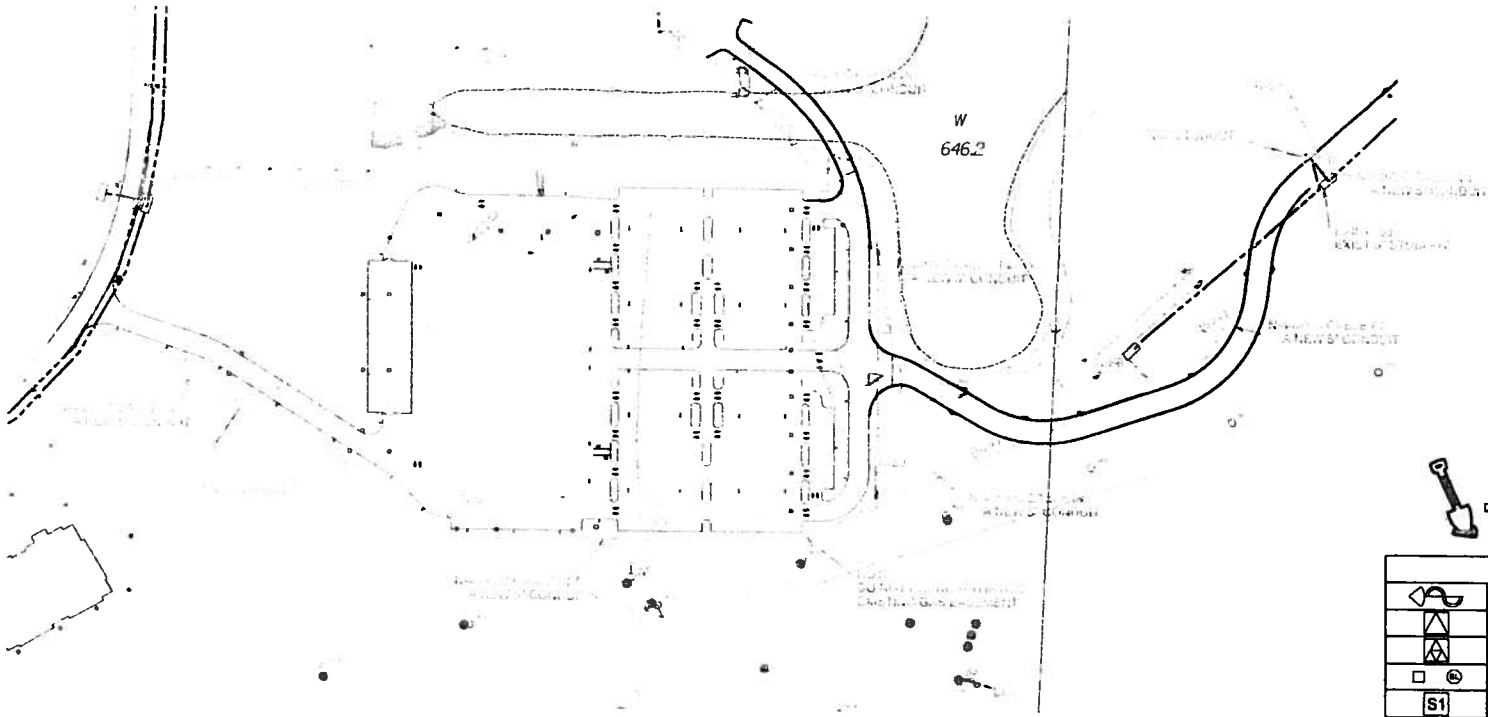
Revisions to Quantities:

Attachment "A" has been amended; ALL BIDS MUST BE SUBMITTED USING ATTACHMENT "A1" (attached and available on website for downloading).

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" " included in Specifications for the project 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: **Electrical Plan**
Lighting Plan per Option No. 1
Revised Quantities – Att. "A1"
Revised Page 1 – Attachment "B"

END OF ADDENDUM #2



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CALL TRENT HALL AT LEAST 24 HOURS IN ADVANCE BEFORE YOU START ANY DIGGING TO SET UP AN ON-SITE JOB MEETING. (OFFICE 535-1306 CELL 652-8620)

811 Know what's below. Call before you dig.

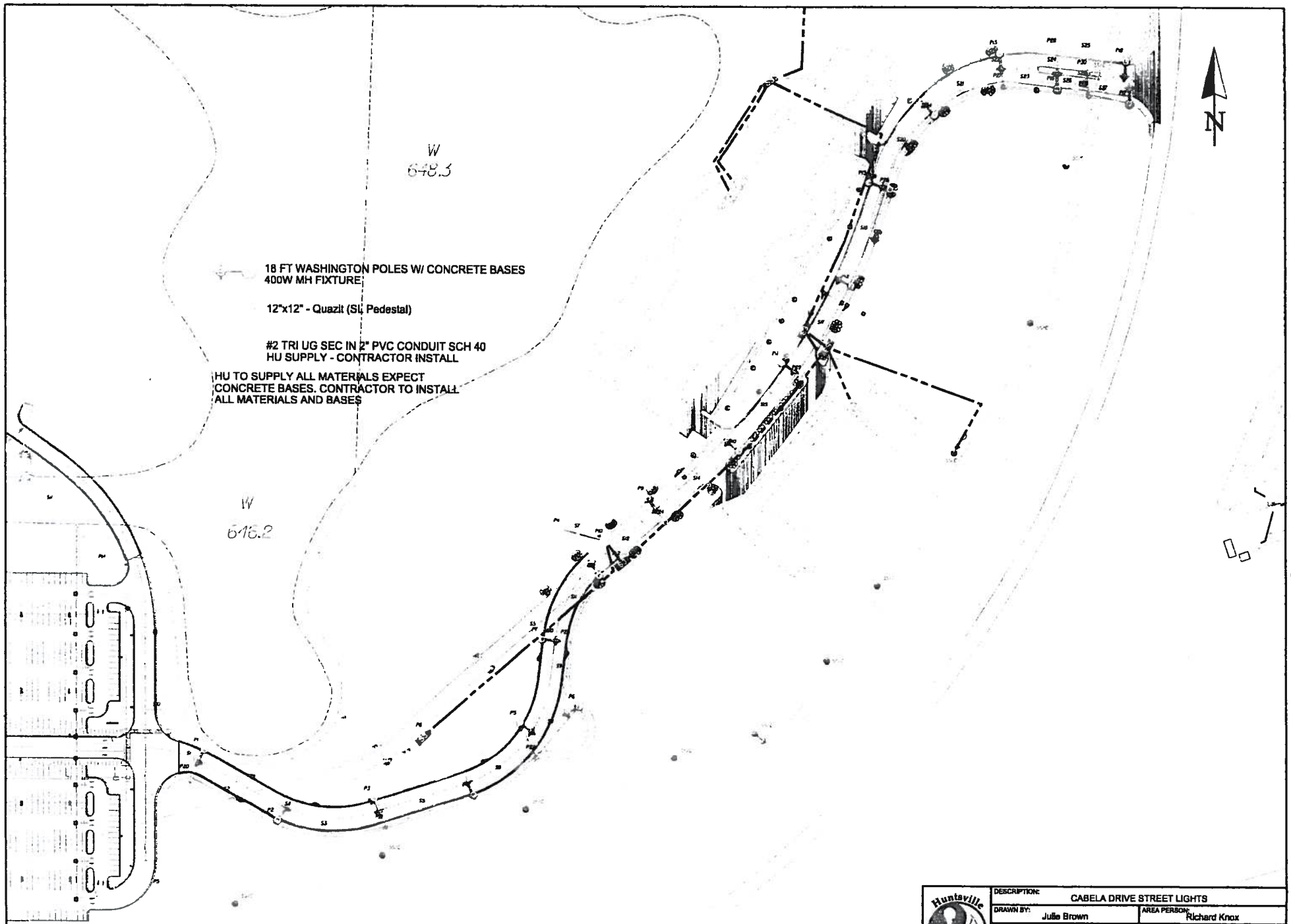
LEGEND

	PRIMARY RISER (WITH __K FUSE)
	SINGLE-PHASE PAD MOUNTED TRANSFORMER (PAD INSTALLED BY CONTRACTOR & FURNISHED BY HSV. UTILITIES)
	THREE-PHASE PAD MOUNTED TRANSFORMER (PAD INSTALLED BY CONTRACTOR)
SL	SECONDARY SPLICE BOX, ABOVE/BELOW GROUND (INSTALLED BY CONTRACTOR & FURNISHED BY HSV. UTILITIES)
S1	25 KV SINGLE-PHASE SECTIONALIZING CABINET (INSTALLED BY CONTRACTOR)
S3 750	25 KV THREE-PHASE SECTIONALIZING CABINET or 750 CABINET (BASE INSTALLED BY CONTRACTOR & FURNISHED BY HSV. UTILITIES)
	#350 URD SECONDARY IN 4" CONDUIT (CONDUIT FURNISHED & INSTALLED BY CONTRACTOR)
	(1) 1/0 AL. 25 KV EPR CABLE IN 3" CONDUIT (CONDUIT FURNISHED & INSTALLED BY CONTRACTOR)
	(3) 1/0 AL. 25 KV EPR CABLE IN A 3" PVC (CONDUIT FURNISHED & INSTALLED BY CONTRACTOR)
750	(3) 750 AL. 25 KV EPR CABLE IN A 5" PVC, TO & FROM 750 CABINETS (CONDUIT FURNISHED & INSTALLED BY CONTRACTOR)
C	__" SPARE CONDUIT (FURNISHED & INSTALLED BY THE CONTRACTOR)
SL	2" STREET LIGHT CONDUIT (INSTALLED BY CONTRACTOR) WITH PEDESTAL
	3" PVC SERVICE STUB OUTS FROM TRANSFORMER OR SECONDARY BOX (FURNISHED & INSTALLED BY CONTRACTOR)
	100 WATT HIGH PRESSURE SODIUM STREET LIGHT (HAPCO OR TOWN & COUNTRY)

Huntsville Utilities

DESCRIPTION:	CITY OF HUNTSVILLE		
DRAWN BY:	M. CAGLE	AREA PERSON:	JON LAING
CHECKED BY:	R. KNOX	OFFICE #:	256-535-1423
CELL PHONE #:	cell phone #	TRUCK #:	434
WBS #:	RRP-14090000.EJMN	DATE:	09/15/2014
ORDER #:	order	SCALE:	1"=100'

Note: H.U. symbols on all drawing are not to scale. The orientation and location of the symbols may be adjusted at the inspectors' discretion to meet H.U. specifications.



Note: H.U. symbols on all drawing are not to scale. The orientation and location of the symbols may be adjusted at the Inspectors' discretion to meet H.U. specifications.

Huntsville Utilities	DESCRIPTION: CABELA DRIVE STREET LIGHTS	
	DRAWN BY: Julie Brown	AREA PERSON: Richard Knox
	CHECKED BY: Richard Knox	OFFICE #: 256-535-1282
	CELL PHONE #: n/a	TRUCK #: n/a
	WBS #: SLT-E2014.CABELADR	DATE: 10/15/2014
	ORDER #:	SCALE: 1" = 100'

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	CLEARING AND GRUBBING, INCLUDES ALL REMOVAL ITEMS & DISPOSAL	7	AC		$0.00
2	UNCLASSIFIED EXCAVATION, INCLUDES COST TO DISPOSE OF UNSUITABLE MATERIAL	7,495	CY		$0.00
3	BORROW EXCAVATION, MATERIAL FROM STOCKPILES	8,059	CY		$0.00
4	ONSITE TOPSOIL FOR SLOPES (6" THICK)	3,000	CY		$0.00
5	ALDOT 301A-012, CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	5,518	SY		$0.00
6	ALDOT 301A-020, CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 8" COMPACTED THICKNESS	6,862	SY		$0.00
7	ALDOT 405A-000, TACK COAT	4,100	GAL		$0.00
8	ALDOT 407B-000, JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	2	MI		$0.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

9	ALDOT 408A-052, PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" TO 2.0" THICK)	7,500	SY		$0.00
10	ALDOT 424A-360, SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGG SIZE MIX, ESAL RANGE C/D	1,414	TON		$0.00
11	ALDOT 424B-651, SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX AGG SIZE MIX, ESAL RANGE C/D	1964	TON		$0.00
12	ALDOT 42B-681, SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX AGG SIZE MIX, ESAL RANGE C/D	1,525	TON		$0.00
13	610C-000, LOOSE RIP-RAP, CLASS 1	200	TON		$0.00
14	614A-000 Slope Paving(4" THICK, ISLAND AT GOVERNORS WEST AND OLD MADISON PIKE)	266	SY		$0.00
15	623C-000 COMBINATION CURB & GUTTER, TYPE C, (24")	4,416	LF		$0.00
16	630A-001, STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	1,344	LF		$0.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

17	630C-050 GUARDRAIL END ANCHOR, SERIES 10	2	EA		$0.00
18	CONCRETE SIDEWALK, 5 FEET WIDE, 4" THICK, COMPLETE IN-PLACE	1,528	SY		$0.00
19	SOLID SODDING, BERMUDA	3,000	SY		$0.00
20	S-TYPE INLET, SINGLE-WING, COMPLETE IN-PLACE	7	EA		$0.00
21	S-TYPE INLET, DOUBLE-WING, COMPLETE IN-PLACE	4	EA		$0.00
22	48" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	32	LF		$0.00
23	42" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	103	LF		$0.00
24	24" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	434	LF		$0.00
25	18" CLASS III R.C. PIPE (COMPLETE IN-PLACE)	693	LF		$0.00
26	48" DOUBLE HEADWALL (COMPLETE IN-PLACE)	1	EA		$0.00
27	42" SLOPE PAVED HEADWALL	1	EA		$0.00
28	18" SLOPE PAVED HEADWALL	1	EA		$0.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

29	JUNCTION BOX, COMPLETE IN-PLACE	9	EA		$0.00
30	701A-227 SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	2	MI		$0.00
31	701A-230 SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE(5" WIDE)	2	MI		$0.00
32	701A-244 BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MI		$0.00
33	701B-207 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	800	LF		$0.00
34	703A-002 TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	1,464	SF		$0.00
35	703B-002 TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	370	SF		$0.00
36	705A-030 PAVEMENT MARKERS CLASS A-H, TYPE 2-C	100	EA		$0.00
37	705A-037 PAVEMENT MARKERS CLASS A-H, TYPE 2-D	196	EA		$0.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

38	710A-115 ROADWAY SIGNS, CLASS 4, ALUMINUM FLAT SIGN PANELS, 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	49	SF		$0.00
39	710B-021 ROADWAY SIGN POST, #3 "U" CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL	126	LF		$0.00
40	740B-000 CONSTRUCTION SIGNS	641	SF		$0.00
41	740D-000 CHANNELIZING DRUMS	250	EA		$0.00
42	740F-002 BARRICADES, TYPE III	2	EA		$0.00
43	WARNING LIGHTS, TYPE B	16	EA		$0.00
44	TEMPORARY RIP-RAP	100	TON		$0.00
45	FILTER BLANKET, GEOTEXTILE	200	SY		$0.00
46	EROSION CONTROL NETTING, TYPE S4(ALDOT)	10,000	SY		$0.00
47	TEMPORARY SEEDING	2	AC		$0.00
48	TEMPORARY MULCHING	2	AC		$0.00

ATTACHMENT "A1"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

49	SILT FENCE (INCLUDES REMOVAL)	5,000	LF		$0.00
50	TEMPORARY COARSE AGG (#2 STONE)	200	TON		$0.00
51	INLET PROTECTION, STAGE 3 OR 4	16	EA		$0.00
52	WATTLE	320	LF		$0.00
53	MOBILIZATION	1	LS		$0.00
54	ENGINEERING CONTROLS, CONSTRUCTION STAKING	1	LS		$0.00
55	Water Distribution relocation and extension, Complete In-place	1	LS		$0.00
56	Water System Aid-to-Construction, to be paid to Huntsville Utilities by the Contractor for required water main materials	1	LS	$23,969.00	$23,969.00
57	Electrical System relocation and extension, Complete In-place	1	LS		$0.00
58	Electrical System Aid-to-Construction, to be paid to Huntsville Utilities by the Contractor for the required Electrical System components	1	LS	$65,292.00	$65,292.00

Add 2 - Pg 11 of 14 - 11/20/14

ATTACHMENT "A"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

59	180 LF OF 2-2" SCHEDULE 40 PVC, COMPLETE IN-PLACE, STRUNG AND CAPPED FOR FUTURE TRAFFIC SIGNAL, INCLUDES THREE (3) JUNCTION BOXES(PENCELL PLASTICS PART # PE14HDX, 23.50"x19.00"x12.00" POLYETHELENE BOX AND COVER, OR APPROVED EQUAL)	1	LS		$0.00
60	LIGHTING SYSTEM, RELOCATE 3 OF THE EXISTING LIGHT FIXTURES, INSTALL 6 NEW LIGHT FIXTURES OF SAME TYPE AND SPACING AS EXISTING. PRICE TO INCLUDE PROVIDING HUNTSVILLE UTILITIES WITH THREE (3) ADDITIONAL FIXTURES FOR FUTURE REPAIRS	1	LS		$0.00
61	LANDSCAPING, RELOCATE EXISTING TREES, INCLUDING ADJACENT SHRUBS, INCLUDES ALL SOIL PREP AND MULCHING, PER COH PLANTING DETAILS (MATCH EXISTING SPACING AND OFFSETS FROM CURB LINE)	32	EA		$0.00
	TOTAL BASE BID				$89,261.00
	Option No. 1 - Complete Lighting System Replacement				

Add 2 - Pg 12 of 14 - 11/20/14

ATTACHMENT "A"

10/16/2014

GOVERNORS WEST IMPROVEMENTS
Project No. 65-14-RD12

UNIT BID SHEET

1-1	Complete Lighting system, In-place, per Huntsville Utilities Design (Price to include removal of existing fixtures, poles, and bases)	1	LS		$0.00
1-2	Aid-to-Construction for Lighting System, to be paid to Huntsville Utilities by the Contractor	1	LS	$90,842.00	$90,842.00
	TOTAL Option No. 1				$90,842.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

COMPANY_____
SIGNATURE_____
DATE_____

Add 2 - Pg 13 of 14 - 11/20/14

ATTACHMENT "B"
PROPOSAL

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

PROPOSAL OF _____
(NAME)

_____
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

GOVERNORS WEST ROADWAY IMPROVEMENTS
PROJECT NO. 65-14-RD12

FOR THE CITY OF HUNTSVILLE, ALABAMA.

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

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

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. 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. 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 copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that all work on the access drive, from STA 10+56.54 to STA 33+28.11 must be completed NO LATER than February 28, 2015. The remaining work required on Governors West should be completed no later than May 31, 2015. (Refer to City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages").

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 ONE MILLION SIX HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-NINE AND .85/100 DOLLARS ($1,631,729.85), for Governors West Roadway Improvements (aka Parkside Town Centre Roadway), Base Bid and Option No. 1, which is being submitted to the City Council of the City of Huntsville for approval on this the 20th day of November, 2014, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

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

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

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

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

Reed Contracting Services, Inc.
(Company)

BY: _____
(Authorized Representative)