

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 12, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement with Midsouth Paving, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Midsouth Paving, Inc., for Gateway Greenway Phase III, Project No. 65-14-WP01

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

Item to be considered for: Action

Unanimous Consent Required: No

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

The Gateway Greenway Phase III project will enhance the parking lot located at the southwest quadrant of Meridian Street and Cleveland Avenue. Updates will include sidewalks, lighting, landscaping, and irrigation for a total contract amount of \$411,595.12. Account No. 23-6500-0811-8421

Associated Cost: \$411,595.12

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Larry Mack*

Date: Feb 12, 2015

*LD
PK
TDL*

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Engineering

Council Meeting Date: 2/12/2015

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Midsouth Paving, Inc.

Document Name: Gateway Greenway Phase III - Project No. 65-14-WP01

City Obligation Amount: \$411,595.12

Total Project Budget: \$411,595.12

Uncommitted Account Balance:

Account Number: 23-6500-0811-8421

Procurement Agreements

Title 39	Competitive
-----------------	--------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	--------------------

Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	<i>2-4-15</i>
2) Legal	<i>Mary Clator</i>	<i>2-5-15</i>
3) Finance	<i>(Signature)</i>	<i>2/6/15</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-

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, Midsouth Paving, Inc., in the amount of FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED NINETY-FIVE AND .12/100 DOLLARS (\$411,595.12) for Gateway Greenway, Phase III, Project No. 65-14-WP01, Base Bid, 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 Midsouth Paving, Inc. for Gateway Greenway, Phase III, Project No. 65-14-WP01" consisting of a total of one (1) page plus one hundred one (101) additional pages consisting of Attachments A1-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of February 12, 2015 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 12th day of February, 2015.

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

APPROVED this the 12th day of February, 2015.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
MIDSOUTH PAVING, INC.
FOR
GATEWAY GREENWAY, PHASE III
PROJECT NO. 65-14-WP01**

~~~~~  
**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 12<sup>th</sup> day of February, 2015, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MIDSOUTH PAVING, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Gateway Greenway, Phase III, Project #65-14-WP01 in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

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

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

  
\_\_\_\_\_  
MIDSOUTH PAVING, INC.  
Walton Ashwander  
Asst. Secretary

ATTEST:   
\_\_\_\_\_  
Claudia James

BY: \_\_\_\_\_  
Tommy Battle, Mayor

\_\_\_\_\_  
Charles E. Hagood  
City Clerk Treasurer

\_\_\_\_\_  
Mark Russell  
City Council President

DATE: February 12, 2015

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 85-14-WP01**

**CITY OF HUNTSVILLE, ALABAMA**

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| ATTACHMENT "A1"                                      |                                                                                                                                                        |         |          |                |             |  | 1/27/2015 |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------------|-------------|--|-----------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01 |                                                                                                                                                        |         |          |                |             |  |           |
| UNIT BID SHEET                                       |                                                                                                                                                        |         |          |                |             |  |           |
| ITEM NO.                                             | DESCRIPTION                                                                                                                                            | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT  |  |           |
| 1                                                    | Combination 24" Curb & Gutter, Per COH Specification 625 (Complete in Place, includes labor and materials)                                             | 1,270   | LF       | \$25.05        | \$31,813.50 |  |           |
| 2                                                    | 6' Wide 4" Thick Concrete Sidewalk, Per Detail in Plans and COH Specification 617 (Complete in Place, Includes Labor and Materials)                    | 368     | SY       | \$50.77        | \$18,683.36 |  |           |
| 3                                                    | Combination 24" Curb & Gutter Termini, taper from 6" curb height to flush over 6' (Complete in place includes labor and materials)                     | 4       | EA       | \$453.42       | \$1,813.68  |  |           |
| 4                                                    | Hot Mix Asphalt Binder Course, per ALDOT Spec 424B                                                                                                     | 664     | TON      | \$81.42        | \$54,062.88 |  |           |
| 5                                                    | Hot Mix Surface Wearing Course, ALDOT Spec 424A                                                                                                        | 329     | TON      | \$106.70       | \$35,104.30 |  |           |
| 6                                                    | Regrade Crushed Aggregate Base Course, Type B, Plant Mixes ALDOT Spec 825, (0"-6" Depth as necessary, Complete in Place, Includes Labor and Materials) | 5,868   | SY       | \$1.84         | \$10,797.12 |  |           |
| 7                                                    | Concrete Handicap Ramp (With Truncated Domes), Per Detail in Plans and COH Specification 617 (Complete in Place, Includes Labor and Materials)         | 2       | EA       | \$1,805.16     | \$3,610.32  |  |           |

| ATTACHMENT "A1"                                      |                                                                                                                               |    |    |             |             | 1/27/2015 |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----|----|-------------|-------------|-----------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01 |                                                                                                                               |    |    |             |             |           |
| UNIT BID SHEET                                       |                                                                                                                               |    |    |             |             |           |
| 8                                                    | Handicap Parking Signage per ALDOT Specification 710 (includes post)                                                          | 6  | EA | \$218.12    | \$1,308.72  |           |
| 9                                                    | Van Accessible Plaques (See Details) Per ALDOT Standard Highway Signs, SHS-4                                                  | 2  | EA | \$22.57     | \$45.14     |           |
| 10                                                   | Solid Blue 4" Traffic Stripe, Class 2, Type A, Per ALDOT Specification 901 (Complete in Place, includes labor and materials)  | 1  | LS | \$676.93    | \$676.93    |           |
| 11                                                   | Solid White 4" Traffic Stripe, Class 2, Type A, Per ALDOT Specification 901 (Complete in Place, includes labor and materials) | 1  | LS | \$1,714.90  | \$1,714.90  |           |
| 12                                                   | 18" RCP, Class III, Complete In-Place, to include Excavation, Stone Bedding and Earth/Stone Backfill, PER COH Spec #527       | 22 | LF | \$177.28    | \$3,900.16  |           |
| 13                                                   | Dumpster Pad and reinforced concrete apron (6" reinforced portland cement concrete - 3000 PSI @ 28 days)                      | 1  | LS | \$16,923.33 | \$16,923.33 |           |

| ATTACHMENT "A1"                                      |                                                                                                                                                                              |     |    |             |             | 1/27/2015 |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-------------|-------------|-----------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01 |                                                                                                                                                                              |     |    |             |             |           |
| UNIT BID SHEET                                       |                                                                                                                                                                              |     |    |             |             |           |
| 14                                                   | Dumpster Pad Enclosure (7' high CMU Wall w/ stacked stone veneer finish, painted interior two gates and one door, complete and in-place, to include all labor and materials) | 1   | LS | \$37,231.34 | \$37,231.34 |           |
| 15                                                   | Double Curb Inlet, Per COH Specification 621 (Complete in Place, includes Labor and Materials)                                                                               | 1   | EA | \$6,205.22  | \$6,205.22  |           |
| 16                                                   | Silt Fence                                                                                                                                                                   | 500 | LF | \$4.41      | \$2,205.00  |           |
| 17                                                   | Inlet Protection Bags                                                                                                                                                        | 4   | EA | \$484.17    | \$1,936.68  |           |
| 18                                                   | Landscaping, Complete In-Place, as shown detailed & described on Sheet C-10 & landscape work special provision to include base removal and topsoil fill as required          | 1   | LS | \$62,962.93 | \$62,962.93 |           |
| 19                                                   | Irrigation System, Complete In-place, as shown, detailed, and described on sheets C-11, C-12, & C-13                                                                         | 1   | LS | \$27,077.34 | \$27,077.34 |           |
| 20                                                   | Site Lighting Standards (Complete and in place, to include foundations, stands, any and all labor and materials)                                                             | 1   | LS | \$48,582.39 | \$48,582.39 |           |
| 21                                                   | Conduit and Wire (Complete and in-place to include all labor and materials necessary for complete wiring of all lighting standards)                                          | 1   | LS | \$13,040.00 | \$13,040.00 |           |

| ATTACHMENT "A1"                                                                                                                                                             |                                                                                                                                              |     |     |             |             | 1/27/2015           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------------|-------------|---------------------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01                                                                                                                        |                                                                                                                                              |     |     |             |             |                     |
| UNIT BID SHEET                                                                                                                                                              |                                                                                                                                              |     |     |             |             |                     |
| 22                                                                                                                                                                          | Fusing Existing Poles (Complete and in-place, to include all labor and materials)                                                            | 1   | LS  | \$2,820.56  | \$2,820.56  |                     |
| 23                                                                                                                                                                          | Electrical Service Panel and Breakers (Complete and in-place, to include all labor and materials)                                            | 1   | LS  | \$1,805.16  | \$1,805.16  |                     |
| 24                                                                                                                                                                          | Mobilization, Per ALDOT Specification 600-A                                                                                                  | 1   | LS  | \$21,248.41 | \$21,248.41 |                     |
| 25                                                                                                                                                                          | Additional Crushed Aggregate Base, Type B, Plant Mixes ALDOT Spec 825, (Depth as necessary, Complete in Place, Includes Labor and Materials) | 25  | TON | \$16.83     | \$420.75    |                     |
| 26                                                                                                                                                                          | Excavation, Unclassified (To Include Haul Away and Disposal)                                                                                 | 250 | CY  | \$22.42     | \$5,605.00  |                     |
| <b>TOTAL BASE BID</b>                                                                                                                                                       |                                                                                                                                              |     |     |             |             | <b>\$411,595.12</b> |
| <p><b>ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.</b></p> |                                                                                                                                              |     |     |             |             |                     |

|  |                                                                                                                                                                                                      |                                                                                                                                                             |                  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|  | <p style="text-align: center;"><b>ATTACHMENT "A1"</b></p> <p style="text-align: center;">Gateway Greenway Phase III<br/>Project No. 65-14-WP01</p> <p style="text-align: center;">UNIT BID SHEET</p> | <p>COMPANY <u>          </u> MIDSOUTH PAVING, INC.</p> <p>SIGNATURE <u>          </u> <i>Ricky Cross</i></p> <p>DATE <u>          </u> JANUARY 27, 2015</p> | <p>1/27/2015</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|

**ATTACHMENT "B"**  
**PROPOSAL**

**TO: THE CITY OF HUNTSVILLE**

Public Services Building  
320 Fountain Circle  
Huntsville, Alabama

**PROPOSAL OF** Midsouth Paving, Inc.

(NAME)

3242 Leeman Ferry Road, Huntsville, AL 35801

(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 65-14-WP01**

**FOR THE CITY OF HUNTSVILLE, ALABAMA.**

**GENTLEMEN:**

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is **MANDATORY** that any and all addenda be acknowledged by the undersigned bidder 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 the Contract Time for completion of all work is One Hundred and Twenty (120) calendar days.

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 65-14-WP01**

**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: \_\_\_\_\_ January 27 \_\_\_\_\_, 20 15.

(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 43461

(IF A CORPORATION)  
SIGNATURE OF BIDDER Ricky Cross

BY Ricky Cross - Asst. Secretray

BUSINESS ADDRESS 3242 Leeman Ferry Road, Huntsville, AL 35801

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

NAMES Vice PRESIDENT Bret Thornton

OF Asst. SECRETARY Ricky Cross

OFFICERS TREASURER Mike Halpin

**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"**

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 65-14-WP01**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

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

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED</u> |
|---------------------|----------------------|
| 1                   | January 22, 2015     |
| 2                   | January 23, 2015     |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |

**COMPANY** Midsouth Paving, Inc.

**SIGNATURE** *Ricky Cross*

**TITLE** Ricky Cross - Asst. Secretary

**DATE** January 27, 2015

**ATTACHMENT "D"**

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 65-14-WP01**

**SUBCONTRACTOR'S LISTING**

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

| <b><u>TASKS TO BE PERFORMED</u></b>         | <b><u>SUBCONTRACTOR NAME</u></b> | <b><u>LICENSE NO.</u></b> | <b><u>ADDRESS</u></b>                          | <b><u>ITEM #'S OF WORK TO BE PERFORMED</u></b> |
|---------------------------------------------|----------------------------------|---------------------------|------------------------------------------------|------------------------------------------------|
| Surveying/Layout                            |                                  |                           |                                                |                                                |
| Permitting                                  |                                  |                           |                                                |                                                |
| Clearing & Grubbing                         |                                  |                           |                                                |                                                |
| Erosion Control                             |                                  |                           |                                                |                                                |
| Traffic Control                             |                                  |                           |                                                |                                                |
| Excavation                                  |                                  |                           |                                                |                                                |
| Concrete                                    | Miller & Miller, Inc.            | 4166                      | 2108 Miller Ferry Way<br>Huntsville, AL 35801  | 2,7,13-15,24                                   |
| Storm Drainage                              |                                  |                           |                                                |                                                |
| Sanitary Sewer                              |                                  |                           |                                                |                                                |
| Shoring/Monitoring                          |                                  |                           |                                                |                                                |
| Retaining Walls                             |                                  |                           |                                                |                                                |
| Bridges                                     |                                  |                           |                                                |                                                |
| Railroads                                   |                                  |                           |                                                |                                                |
| Traffic (signals, loops)                    |                                  |                           |                                                |                                                |
| Street Lights                               |                                  |                           |                                                |                                                |
| Electrical                                  | Shoals Elec.                     | 9468                      | PO Box 2448, Muscle Shoals, AL 35662           | 20-23, 24                                      |
| Water                                       |                                  |                           |                                                |                                                |
| Asphalt                                     |                                  |                           |                                                |                                                |
| Landscaping (Trees, grassing)               | Commercial Landscape             | 1744                      | 5020 Meridian Street N<br>Huntsville, AL 35810 | 18                                             |
| Irrigation                                  | Commercial Landscape             | 1744                      | 5020 Meridian Street N<br>Huntsville, AL 35810 | 19                                             |
| Striping                                    | Southern Sealing & Serv          | 2795                      | 4323 Spartacus Drive, Huntsville, AL 35805     | 8-11                                           |
| Sewer Testing                               |                                  |                           |                                                |                                                |
| Guardrails                                  |                                  |                           |                                                |                                                |
| Handrails                                   |                                  |                           |                                                |                                                |
| Painting                                    |                                  |                           |                                                |                                                |
| Special (fencing, benches, dewatering etc.) |                                  |                           |                                                |                                                |
| Mechanical                                  |                                  |                           |                                                |                                                |
| SCADA                                       |                                  |                           |                                                |                                                |

ATTACHMENT "E"

**GATEWAY GREENWAY, PHASE III**  
**PROJECT NO. 65-14-WP01**

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

1. Group VI Improvements - Phase I \$21,116,858.00  
Owner: Huntsville Madison County Airport Authority  
1000 Glenn Hearn Blvd  
Huntsville, AL  
Phone# 256-258-1982 POC: Jason Hennessee
  
2. Hughes Road Widening \$1,898,700.00  
Owner: City of Madison  
100 Hughes Road  
Madison, AL 35756  
Phone# 256-772-5600 POC: Gary Chynoweth
  
3. Governors Drive Phase I \$5,880,614.24  
Owner: City of Huntsville  
P.O. Box 308  
Huntsville, AL 35801  
Phone# 256-427-5300 POC: Kathy Martin
  
4. Periodic Bid for various Construction Projects 2006 \$2,635,333.11  
Owner: City of Huntsville  
P.O. Box 308  
Huntsville, AL 35801  
Phone# 256-427-5300 POC: N/A
  
5. NH-HSIP-0001(571); Madison County, AL \$1,532,366.44  
Owner: Alabama Department of Transportation  
P.O. Box 550  
Guntersville, AL 35978  
Phone# 256-582-2254 POC: Johnny Harris

**ATTACHMENT "F"**

Pre-bid meeting to be held on Thursday, January 15, 2015 at 10:00 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

**NOTICE TO CONTRACTORS**

**WANTED:** Sealed bids in duplicate for the construction of: Gateway Greenway, Phase III, more particularly known as Project No. 65-14-WP01

**Description of Project:** The Gateway Greenway, Phase III project will enhance the parking lot located at the southwest quadrant of Meridian Street and Cleveland Avenue. Updates will include lighting, landscaping, irrigation and sidewalks.

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

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

This project Gateway Greenway, Phase III, more particularly known as Project No. 65-14-WP01 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 27<sup>th</sup> day of January, 2015, until 10:00 am. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. 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](http://www.huntsvilleal.gov/engineering). Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineering/bidlist.html](http://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 "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.

Ad run date: 1/9/15

**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: 1/01/00 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 \$ \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY 200 \$ \_\_\_\_\_

LIQUIDATED DAMAGES ASSESSED TO DATE: \_\_\_\_\_

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

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 ELAPSED 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 this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered completion and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby releases 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 documents 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  
DR 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](http://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): Midsouth Paving, Inc.
- City of Huntsville current taxpayer identification number (if available): 27804  
(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<br>(check appropriate box)                             | Entity I. D. Number<br>& Applicable State            |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC (Multi-Member)                              | Number & State:                                      |
| <input type="checkbox"/> Corporation                                     | Number & State:                                      |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

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

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

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

Signature: Ricky Cross Title (if applicable): Asst. Secretary

Type or legibly write name: Ricky Cross Date: January 27, 2015



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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Midsouth Paving, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. 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.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. 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.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. 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 E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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.
- E. The Employer understands that 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,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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Approved by:

|                                                                        |                         |
|------------------------------------------------------------------------|-------------------------|
| <b>Employer</b>                                                        |                         |
| Name (Please Type or Print)<br>Midsouth Paving, Inc.<br>Doris Tolliver | Title<br>HR Coordinator |
| Signature                                                              | Date<br>12/10/2013      |
| <b>Department of Homeland Security – Verification Division</b>         |                         |
| Name (Please Type or Print)<br>USCIS Verification Division             | Title                   |
| Signature<br>Electronically Signed                                     | Date<br>12/10/2013      |



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| <b>Information Required for the E-Verify Program</b> |                                                        |
|------------------------------------------------------|--------------------------------------------------------|
| <b>Information relating to your Company:</b>         |                                                        |
| Company Name                                         | Midsouth Paving, Inc.                                  |
| Company Facility Address                             | 500 Riverhills Park, Suite 590<br>Birmingham, AL 35242 |
| Company Alternate Address                            |                                                        |
| County or Parish                                     | Shelby County                                          |
| Employer Identification Number                       | 010692695                                              |
| North American Industry Classification Systems Code  | 237                                                    |
| Parent Company                                       | Old Castle Materials Company, Inc.                     |
| Number of Employees                                  | 100 to 499                                             |
| Number of Sites Verified for                         | 1                                                      |







**ATTACHMENT "J"**

**SPECIAL PROVISION 4000**

**LANDSCAPE WORK**

**PART I - GENERAL**

**1.01 Related Drawings**

Drawings and general provisions of the contract, including General and/or Supplementary Conditions and Division 1 Specification Sections, apply to the work of all technical sections.

**1.02 Description of Work**

- A. Extent of the landscape work is shown on drawings and in schedule.
- B. Provide and furnish all labor, materials and equipment required or inferred from drawings and specifications to complete the work of this section.

**1.03 Quality Assurance**

**A. Reference Standards**

- 1. Standardized Plant Names, latest edition by the American Joint Committee on Horticultural Nomenclature.
- 2. American Standard for Nursery Stock, latest edition, by the American Association of Nurserymen.

**B. Source Quality Control**

- 1. General: Only plant material grown in a recognized nursery in accordance with good horticultural practice will be accepted. Location source of trees shown on plans. Provide healthy, vigorous stock, free of disease, insects, eggs, larvae and defects such as knots, included bark, injuries, abrasions or disfigurement.
- 2. Inspection of plant material prior to digging: The contractor shall locate all plant material for the job and inform the landscape architect in writing of the supplying nursery, contact name, and phone number within 7 days of award of contract to General Contractor. Within 14 days of receipt of plant material sources, the landscape architect and the owner, will select and tag 100% of the plant materials required for the job at the contractor's sources. In the event plant material is found to be unacceptable, the contractor will pursue other listed sources until acceptable plant material is found, at no

**SPECIAL PROVISION 4000**

**LANDSCAPE WORK**

**Page 1 of 11**

additional cost to the owner. Approval at the plant source does not impair the right of inspection and rejection during progress of the work.

3. Ship the landscape materials with certificates of inspection required by governing authorities. Inspection by federal and/or state governments at the grower does not preclude rejection of plants at the site by the landscape architect. Comply with regulations applicable to landscape materials. Prepare plants for shipment to prevent damage to the plants.
- C. Do not make substitutions: If specified landscape material is not obtainable, submit to the landscape architect proof of non-availability and proposal for use of equivalent material. For proof of non-availability submit a written statement from listed nurseries that the plant in question is not available from them.
  - D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
  - E. Topsoil: Before delivery of topsoil (approval of topsoil required prior to delivery), furnish the landscape architect with written reports, samples and statements giving location of properties from which topsoil is to be Obtained, depth to be stripped, and crops grown during past 2 years.
  - F. Soil Report: The contractor shall engage a reputable soils laboratory to include testing and analysis of new offsite topsoil. In the report, list fertilization and soil amendment recommendations to insure vigorous growth for all plants specified. Also include PH of soil samples and *any* lime requirements. Any material and labor required to amend topsoil to meet specifications are a subsidiary obligation to the landscape alternate and no additional compensation will be paid.
  - G. Approval and Selection of Materials and Work: The selection of all materials and the execution of all operations required under the specifications and drawings are subject to the approval of the landscape architect and the owner. They have the right to reject *any* and all materials and *any* and all work which, in their opinion, does not meet the requirements of the contract documents at *any* stage of the operations. The contractor shall remove rejected work and/or materials from the job site and replace promptly.

#### 1.04 Submittals

- A. Certification: Prior to acceptance of materials, submit certificates of inspection as required by government authorities and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

- B. **Planting Schedule:** Submit planting schedule showing scheduled dates for each type of planting in each area of site prior to beginning of the work.
- C. **Maintenance Instructions:** Upon completion of the installation, submit typewritten recommendations for maintenance of all portion of the landscape.
- D. **Topsoil Sample:** Submit 1 cubic foot sample of offsite topsoil
- E. **Soil Report:** Submit results of laboratory soil tests minimum of seven days prior to beginning of the work.
- F. **Approval:** Obtain approval from the landscape architect for all submittals prior to beginning of work unless otherwise noted.

**1.05 Delivery, Storage and Handling**

- A. **Packaged Materials:** Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site. (Plants shall not be transported in temperatures below 20°F).
- B. **Sod:** Time the delivery so that sod will be placed within 24 hours after cutting. Protect sod against drying and breaking of strips.
- C. **Trees, Shrubs and Ground Cover:** Do not prune prior to delivery. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during shipment.
- D. **Deliver trees, shrubs and ground cover** after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees, shrubs and ground cover in shade, protect from weather and mechanical damage, heal in with mulch and keep moist.
- E. **Do not remove container grown stock** from containers until planting time.
- F. **Do not remove labels attached to plant material** by the landscape architect until directed to do so.

**1.06 Job Conditions**

- A. **Proceed with and complete the landscape work** as rapidly as portions of site become available, working within seasonal limitation for each kind of landscape work required.

- B. **Existing Utilities:** Determine location of underground utilities. Perform work in a manner which will avoid possible damage. Excavate as required. Maintain grade stakes set by others unless removal is mutually agreed upon by parties concerned. All damage to utilities resulting from work covered in these specifications will be repaired at the contractor's expense.
- C. **Excavation:** If conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the landscape architect in writing before planting. Contractor, shall include In base bid all additional off-site topsoil necessary for planting on this site.
- D. **Planting Time:** Plant or install materials during suitable weather conditions.
- E. **Planting Schedule:** Prepare a proposed planting schedule. Schedule dates for each type of landscape work during contract period. Coordinate schedule with the General Contractor. No planting of trees shall be allowed between March 15 and July 1. Planting of trees between July 1 and October 30, shall be by special permission from Landscape Architect and only allowed if Contractor has forces on site every day watering and monitoring moisture levels in the balls.
- F. **Coordination with Lawns:** Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to the landscape architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.07 **Warranty**

- of
- A. **Warranty** all trees, shrubs, groundcover, and areas for a period of 1 year after date of final acceptance, against all defects, including death and unsatisfactory growth, in the opinion of the landscape architect and or the owner, except for defects resulting from incidents which are beyond the landscape contractor's control.
  - B. **Remove** immediately and replace all trees, shrubs, groundcovers and lawn or other plants found to be dead or in unhealthy condition during the guarantee period as determined by the landscape architect or the owner. Make replacements as soon as weather conditions permit.
  - C. **Replacements:** Match (height, spread and caliper) adjacent specimens of the same species. Replacements are subject to all requirements stated in this specification and subject to inspection by the landscape architect prior to digging.
  - D. **Repair** grades, lawn areas, paving and any other damage resulting from replacement planting operations at no additional cost to the owner.

- E. Inspect job site monthly during the guarantee period to determine what changes, if any, should be made in the maintenance program. Submit all recommended changes in writing to the landscape architect and the owner.

## **PART 2 - PRODUCTS**

### **2.01 Topsoil**

Provide off site topsoil which is free of purple nut sedge, fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 1/2" in any dimension, and other extraneous or toxic material harmful to plant growth. Topsoil shall be screened/shredded prior to delivery to site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4"; do not obtain from bogs or marshes.

### **2.02 Soil Amendments**

- A. **Lime:** Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10 mesh sieve and not less than 50% passes a 100 mesh sieve.
- B. **Commercial Fertilizer:** Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients:
  - 1. For trees and shrubs, provide fertilizer with not less than 10% available phosphoric acid and from 3% to 5% total nitrogen and from 3% to 5% soluble potash.
  - 2. For lawns, provide fertilizer with not less than 4% phosphoric acid and not less than 2% potassium and a percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

### **2.03 Planting Soil**

See Plan

### **2.04 Plant Materials**

- A. **General**
  - 1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1 Standard for Nursery Stock.

should expect some minor haul away or perhaps importing a few loads of fresh base. Make sure the undercut is observed as Mike has called out in his plans for landscaped and grassed areas. Also, be sure the contractor understands there will be some unclassified excavation where the curb and gutter is going to go to make that all work vertically. ADA grades on sidewalks and be sure that the ramps comply at the HCP spots connecting to the sidewalk along Cleveland. There are trees in the islands in the parking lot and historically there have been issues with failure to remove the base and Mike Donnelly said that they are going to stress that the City Engineer and City Inspector on the project to make note of that and to follow through and make sure the trees can survive being planted in pervious base. Mike said that there is an irrigation pipe tied to the existing main on Cleveland and this system is tied back into irrigation system that was just completed on Phase II. Will put out in addendum as a flow meter requirement where the Contractor will tap and put the meter in. Contractor asked who would be responsible for paying for the meter. Mike said he thought it would be an aid-to-construction. Toneka said that she was not sure, but it would not be the Contractor. She is not sure if there will be an aid-to-construction or not.

At this time, the floor was opened to questions on the plans and quantities.

Q: There is no topsoil item to backfill the curb with; is that something the Contractor will be responsible for or will an item be added?

A: It is in landscape quantities, Item No. 18.

Q: Does the City want the topsoil tested?

A: Yes.

Q: Question was asked about paving over existing base; there is 1, 2, and 5 section of light duty and have a heavy duty section and a lot of that grade goes up to the existing curb at grade so all of that material is not being cut out 3". Andy said hopefully it is going to be an overlay on top; there may be some places where the Contractor will scoop around some to get the grades right. Mark said the whole run on the south side is right at grade. He said the Contractor will have to dig down where they come into the existing curb and gutter. Mark asked if the intent was not to move a lot of material around; just scoot it around but if there is a grade difference than what is on the plan grades, how will the City come up with that difference? Is the Contractor in that square yardage item? Andy said the square yardage item will cover all of that. Question was asked even if the Contractor has to buy dense graded base and put the heavy duty section down. Andy said that was supposed to be in the Contractor's bid. Question was asked what if the Contractor hits any unsuitable material. Mark said a long time ago that was a junk yard. Walt said that the Contractor is to proof roll the base, but asked how the Contractor would be held responsible for anything that is there now under the base. Justin said if you take the 3", that Mark is talking about, off what is there that is affecting

the structural buildup. Mark said it wouldn't be a problem if it was a small amount, but there is a lot of square yardage. Toneka said the only thing we can do, is if the Contractor hits unsuitable soil, they will have to excavate and bring in an alternate material.

A: Will add an unclassified excavation item.

Q: Question was asked if the City would be adding base. Justin said his recommendation is to put base in by the ton; that way there is a truck ticket to pay for it.

A: Toneka agreed.

Q: Mark asked about moving the material around. He asked if they could move the old material to a different spot and not buy new material. If the Contractor moves the material and recompacts it, is the City ok with that?

A: Andy said if the Contractor moves and recompacts the material and it passes proof roll, he is fine with it. Toneka agreed.

Q: Walt said that the City is holding the Contractor to the proof roll when they do not know what they're pulling off or how much they're moving. If the Contractor has to move 2", they cannot decompact some of that 2". He said they are counting on where they're moving it to. He said if they are to move it around, and the City will let the Contractor use that material, that is fine, but if there is a failure, he doesn't see how that can be put on the Contractor.

A: Will amend quantities to include unclassified and additional base. Toneka said she would have a side contract with a geotech just in case we run into major issues.

Q: There is also Class 2, Type A striping in the parking lot. That is thermoplastic. Does the City want thermoplastic striping in the parking lot?

A: Toneka will confirm this. She said this is an area that gets seen a lot so we want something that will look nice. Justin said that they can stripe it with paint and it would look nice. He said thermoplastic is very expensive; it is roadway striping. Toneka will ask Kathy.

Q: Will digital as-builts be required?

A: No, just redlines.

Q: Will an ADEM permit be required?

A: No.

Q: Sheet C-10 shows striping across the sidewalk. There is nothing on the striping sheet. Will striping be required?

A: Andy said those sidewalks already come across. Pavement is ending right up against the sidewalk so no crosswalk striping.

**Q:** On phasing of the sidewalk, is it possible to take half of it at a time and build it?

**A:** Toneka said that she does not have a preference. The awarded Contractor can proceed with work as they see necessary or what is best for them. Parking lot will still need to remain open until it is paved. Toneka said if the Contractor wants to cone or fence an area off and proceed with work that will be fine too. She said there are not so many cars that the entire parking lot is covered. She said she believes Doug and the tenants will be fine with that.

**Q:** On the electrical, it was said that no permit would be required. Will an electrical permit be required for the meter? In Phase II a permit was required.

**A:** Contractor should check with the Inspections Department and see what their requirements are.

**Q:** What kind of sod?

**A:** Bermuda.

**Q:** How many days are in the contract?

**A:** There are 120 days.

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.

Toneka told all Contractors to make note that there is a Special Provision 4000 for Landscaping work.

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

e. There are one hundred and twenty (120) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified.)

Concern was raised about the poles. Lead time is currently 8-12 weeks. Trees would be the other concern. Start date will be February 27. Tagging trees will be the first thing that needs to be done. Landscaping will not be an issue. All agreed that 30 more days would be sufficient. Project duration has been modified to 150 calendar days.

Council: 2/12/15; Anticipated NTP: no later than 2/27/15.

f. (included whether construction trailer is required and whether as-builts are required) No construction trailer will be used on this project. Redline as-builts are required.

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

46. SHOP DRAWINGS

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

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

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

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "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. Nothing has been set, but Contractors will have to work with tenants and cars in the parking lot. Question was asked how the City expects the Contractor to handle foot traffic. Toneka said she would rather the public walk up to Meridian and around and not walk through the actual parking lot; she said she thinks that would be the safest thing to do.

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

14. Any subcontractors present were given the opportunity 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 "T". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

17. Asked if there are any further questions.

No additional questions were asked.

18. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. 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 **January 16, 2015 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **January 21, 2015 until 5:00 p.m.** **Bids open: January 27, 2015 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.

| ATTACHMENT "A1"                                      |                                                                                                                                                        |         |          |                |            | 1/21/2015 |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------------|------------|-----------|
| Gateway Greenway Phase III<br>Project No. 65-14-WF01 |                                                                                                                                                        |         |          |                |            |           |
| UNIT BID SHEET                                       |                                                                                                                                                        |         |          |                |            |           |
| ITEM NO.                                             | DESCRIPTION                                                                                                                                            | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |           |
| 1                                                    | Combination 24" Curb & Gutter, Per COH Specification 625 (Complete in Place, Includes labor and materials)                                             | 1,270   | LF       |                | \$0.00     |           |
| 2                                                    | 6' Wide 4" Thick Concrete Sidewalk, Per Detail in Plans and COH Specification 617 (Complete in Place, Includes Labor and Materials)                    | 368     | SY       |                | \$0.00     |           |
| 3                                                    | Combination 24" Curb & Gutter Termini, taper from 6" curb height to flush over 6' (Complete in place Includes labor and materials)                     | 4       | EA       |                | \$0.00     |           |
| 4                                                    | Hot Mix Asphalt Binder Course, per ALDOT Spec 424B                                                                                                     | 664     | TON      |                | \$0.00     |           |
| 5                                                    | Hot Mix Surface Wearing Course, ALDOT Spec 424A                                                                                                        | 329     | TON      |                | \$0.00     |           |
| 6                                                    | Regrade Crushed Aggregate Base Course, Type B, Plant Mixes ALDOT Spec 825, (0"-6" Depth as necessary, Complete in Place, Includes Labor and Materials) | 5,868   | SY       |                | \$0.00     |           |
| 7                                                    | Concrete Handicap Ramp (With Truncated Domes), Per Detail in Plans and COH Specification 617 (Complete in Place, Includes Labor and Materials)         | 2       | EA       |                | \$0.00     |           |
| 8                                                    | Handicap Parking Signage per ALDOT Specification 710 (Includes post)                                                                                   | 6       | EA       |                | \$0.00     |           |

| ATTACHMENT "A1"                                                            |                                                                                                                               |    |    | 1/21/2016 |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----|----|-----------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01<br><br>UNIT BID SHEET |                                                                                                                               |    |    |           |
| 9                                                                          | Van Accessible Plaques (See Details) Per ALDOT Standard Highway Signs, SHS-4                                                  | 2  | EA | \$0.00    |
| 10                                                                         | Solid Blue 4" Traffic Stripe, Class 2, Type A, Per ALDOT Specification 901 (Complete in Place, Includes labor and materials)  | 1  | LS | \$0.00    |
| 11                                                                         | Solid White 4" Traffic Stripe, Class 2, Type A, Per ALDOT Specification 901 (Complete in Place, Includes labor and materials) | 1  | LS | \$0.00    |
| 12                                                                         | 18" RCP, Class III, Complete In-Place, to Include Excavation, Stone Bedding and Earth/Stone Backfill, PER COH Spec #527       | 22 | LF | \$0.00    |
| 13                                                                         | Dumpster Pad and reinforced concrete apron (6" reinforced portland cement concrete - 3000 PSI @ 28 days)                      | 1  | LS | \$0.00    |

| ATTACHMENT "A1"                                      |                                                                                                                                                                              | 1/21/2015     |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01 |                                                                                                                                                                              |               |
| UNIT BID SHEET                                       |                                                                                                                                                                              |               |
| 14                                                   | Dumpster Pad Enclosure (7' high CMU Wall w/ stacked stone veneer finish, painted interior two gates and one door, complete and in-place, to include all labor and materials) | 1 LS \$0.00   |
| 15                                                   | Double Curb Inlet, Per COH Specification 621 (Complete in Place, includes Labor and Materials)                                                                               | 1 EA \$0.00   |
| 16                                                   | Silt Fence                                                                                                                                                                   | 500 LF \$0.00 |
| 17                                                   | Inlet Protection Bags                                                                                                                                                        | 4 EA \$0.00   |
| 18                                                   | Landscaping, Complete In-Place, as shown detailed & described on Sheet C-10 & landscape work special provision to include base removal and topsoil fill as required          | 1 LS \$0.00   |
| 19                                                   | Irrigation System, Complete in-place, as shown, detailed, and described on sheets C-11, C-12, & C-13                                                                         | 1 LS \$0.00   |
| 20                                                   | Site Lighting Standards (Complete and in place, to include foundations, stands, any and all labor and materials)                                                             | 1 LS \$0.00   |
| 21                                                   | Conduit and Wire (Complete and in-place to include all labor and materials necessary for complete wiring of all lighting standards)                                          | 1 LS \$0.00   |

| ATTACHMENT "A1"                                                                                                                                                           |                                                                                                                                              | 1/21/2015 |               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|
| Gateway Greenway Phase III<br>Project No. 65-14-WP01<br>UNIT BID SHEET                                                                                                    |                                                                                                                                              |           |               |
| 22                                                                                                                                                                        | Fusing Existing Poles (Complete and In-place, to include all labor and materials)                                                            | 1         | LS \$0.00     |
| 23                                                                                                                                                                        | Electrical Service Panel and Breakers (Complete and in-place, to include all labor and materials)                                            | 1         | LS \$0.00     |
| 24                                                                                                                                                                        | Mobilization, Per ALDOT Specification 600-A                                                                                                  | 1         | LS \$0.00     |
| 25                                                                                                                                                                        | Additional Crushed Aggregate Base, Type B, Plant Mixes ALDOT Spec 825, (Depth as necessary, Complete in Place, Includes Labor and Materials) | 25        | TON \$0.00    |
| 26                                                                                                                                                                        | Excavation, Unclassified (To Include Haul Away and Disposal)                                                                                 | 250       | CY \$0.00     |
| <b>TOTAL BASE BID</b>                                                                                                                                                     |                                                                                                                                              |           | <b>\$0.00</b> |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE.<br>PRICES SHALL INCLUDE ALL LABOR,<br>EQUIPMENT, MATERIALS, AND REMOVALS AS<br>REQUIRED FOR CONSTRUCTION OF THE<br>REQUIRED WORK. |                                                                                                                                              |           |               |
| COMPANY _____<br>SIGNATURE _____<br>DATE _____                                                                                                                            |                                                                                                                                              |           |               |



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **GATEWAY GREENWAY, PHASE III**

**Project No. 65-14-WP01**

**January 23, 2015**

### **Addendum #2**

The following drawings are **REVISED** drawing sheets and are attached to this addendum as well as posted on Engineering's website:

- 1-Sheet C1
- 2-Sheet C3
- 3-Sheet C4
- 4-Sheet C11
- 5-Sheet C14

Also attached and posted is "Detail H – Irrigation Details" as referenced in the pre-bid notes issued in Addendum No. 1.

#### **Clarification:**

The awarded contractor will be responsible for the cost of the irrigation meter.

**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. All addenda and attachments for the above-referenced project will become part of the contract documents.

**Attachments: Revised Drawings  
Detail H – Irrigation Details**

**END OF ADDENDUM #2**

**The Star of Alabama**

# GATEWAY GREENWAY PARKING LOT PHASE III

PROJECT # 65-14-WP01

GRADE, BASE, PAVE, & ILLUMINATION  
FOR PARKING LOT TO INCLUDE  
ADJACENT LANDSCAPING

FOR

**HUNTSVILLE**  
The Star of Alabama



UNAPPROVED HISTORIC PRESERVATION DISTRICT  
CITY COUNCIL  
DISTRICT 1:  
Richard Sherman, Sr.  
DISTRICT 2:  
Mark Renshaw (The Vault)  
DISTRICT 3:  
Jenny Robinson  
DISTRICT 4:  
Earl Nelson, Jr.  
DISTRICT 5:  
Will Carter



| SHEET INDEX               |     |
|---------------------------|-----|
| COVER                     | C1  |
| SURVEY                    | C2  |
| SITE PLAN                 | C3  |
| GRADING AND DRAINAGE PLAN | C4  |
| EROSION CONTROL PLAN      | C5  |
| CONSTRUCTION DETAILS      | C6  |
| CONSTRUCTION DETAILS      | C7  |
| GENERAL NOTES             | C8  |
| LANDSCAPE PLAN            | C9  |
| PROTECTION PLAN           | C10 |
| TIE-IN/RENOVATION PLAN    | C11 |
| IRRIGATION DETAILS        | C12 |
| SITE LIGHTING PLAN        | C13 |
| SITE LIGHTING NOTES       | C14 |
| SITE LIGHTING DETAILS     | C15 |
|                           | C16 |

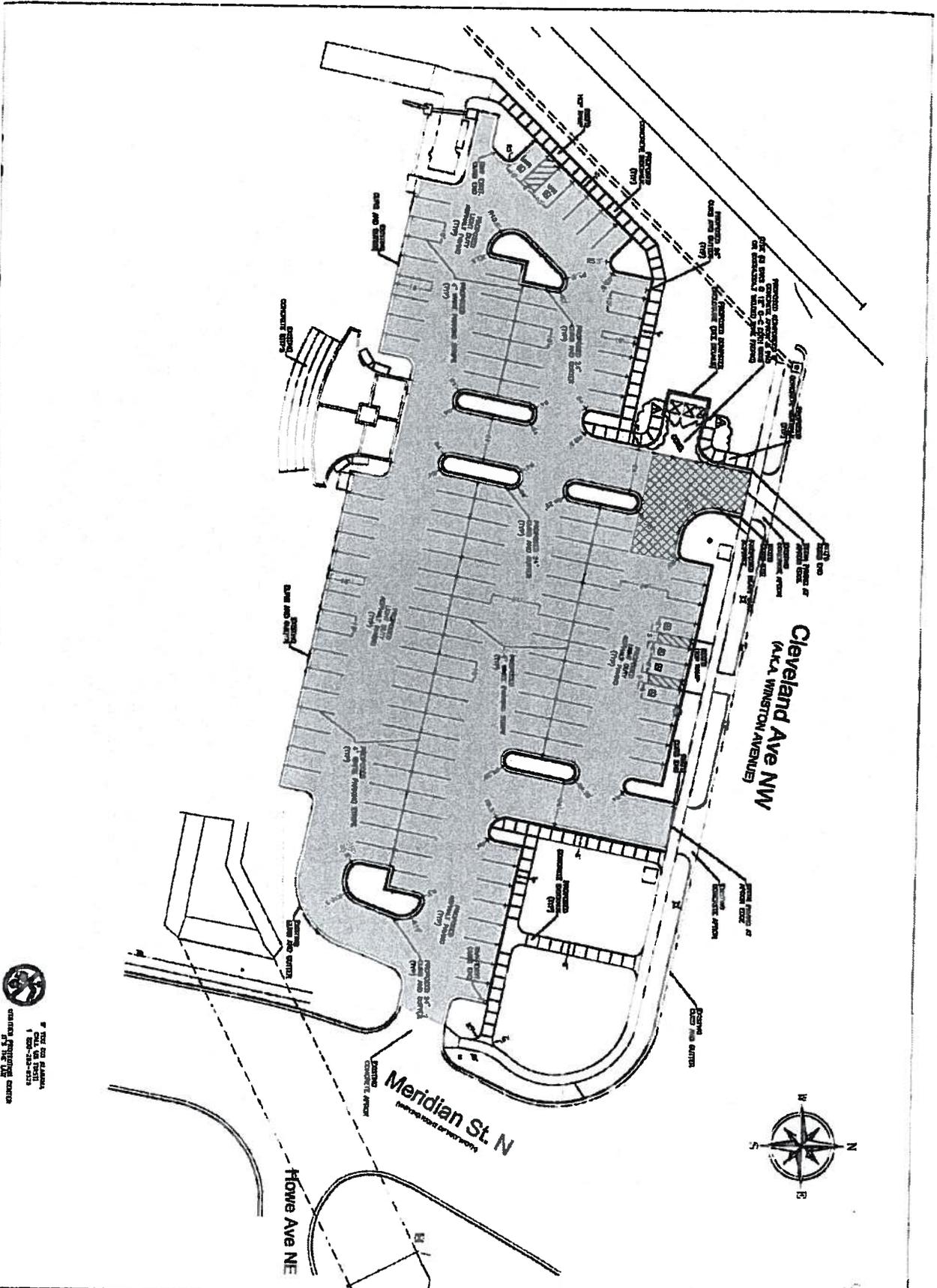
| REVISIONS            |         |
|----------------------|---------|
| ▲ PRELIM APPROVAL #1 | 1-21-15 |
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|                      |         |
|                      |         |

GATEWAY GREENWAY  
PARKING LOT PHASE III  
COVER  
DATE: FEB 8, 2014 SCALE: 1"=20'

**HUNTSVILLE**  
The Star of Alabama

**GROY**  
ENGINEERS  
178 MARSHALL BLVD., SUITE 2070  
HUNTSVILLE, AL 35891  
PHONE (256) 817-2200 FAX (256) 817-2884






  
 OF THE CITY OF HUNTSVILLE
   
 CIVIL ENGINEER
   
 LICENSE NO. 10000
   
 REGISTERED PROFESSIONAL ENGINEER

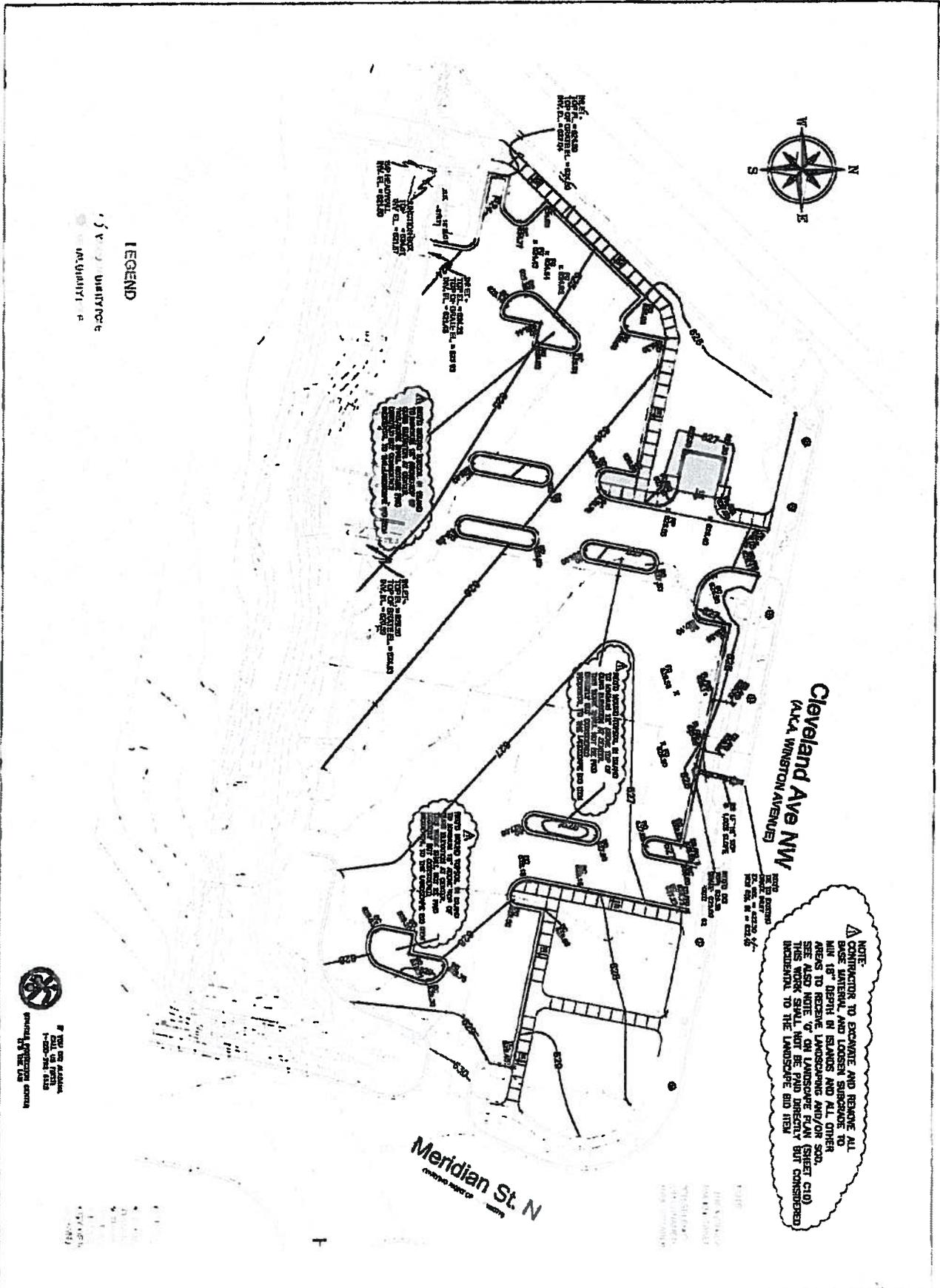
**GATEWAY GREENWAY**
  
**PARKING LOT PHASE II I**
  
**SITE PLAN**
  
 DATE Oct 1 2014 SCALE 1/8" = 1'-0"

**HUNTSVILLE**
  
 The Star of Alabama

**GROY**
  
**ENGINEERS**

118 MARSH CREEK SUITE 2010
   
 HUNTSVILLE, AL 35891
   
 PHONE: (256) 871-0200 FAX: (256) 871-0200





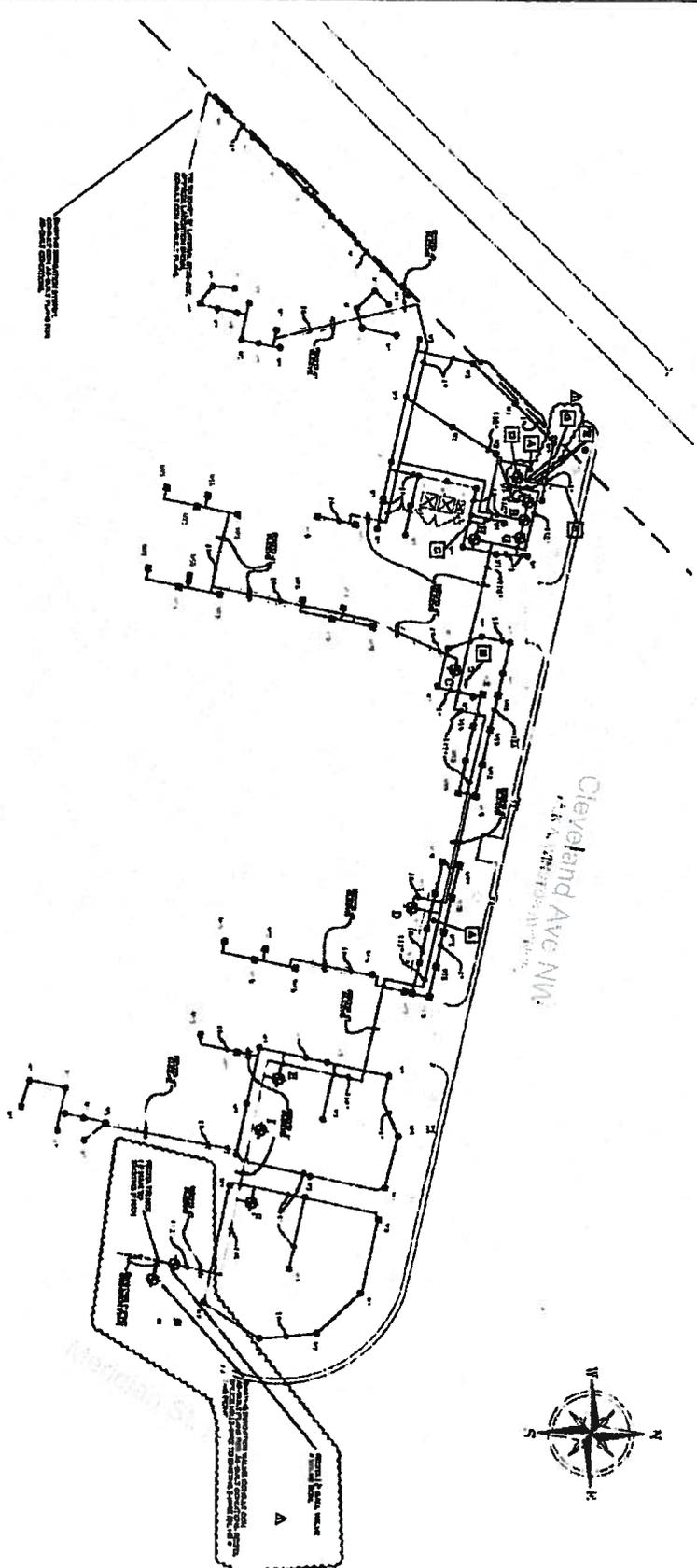
**GATEWAY GREENWAY  
 PARKING LOT PHASE III  
 GRADING & DRAINAGE PLAN**  
 DATE: Oct. 8, 2014      SCALE: 1"=20'

**HUNTSVILLE**  
 The Star of Alabama

**GROY**  
 ENGINEERS  
 15 MARSH CREEK, SUITE 2010  
 HUNTSVILLE, AL 35891  
 PHONE: (256) 817-6222    FAX: (256) 817-6334



BY: [Signature]  
 TITLE: [Title]  
 DATE: [Date]



**IRRIGATION KEY NOTE LEGEND**

- 1. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 2. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 3. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 4. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 5. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
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- 7. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 8. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 9. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.
- 10. IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE ENTIRE LOT AREA.

**VALVE ZONE LEGEND**

| VALVE | ZONE | ZONE | ZONE | ZONE |
|-------|------|------|------|------|
| 1     | 1    | 2    | 3    | 4    |
| 2     | 5    | 6    | 7    | 8    |
| 3     | 9    | 10   | 11   | 12   |
| 4     | 13   | 14   | 15   | 16   |
| 5     | 17   | 18   | 19   | 20   |
| 6     | 21   | 22   | 23   | 24   |
| 7     | 25   | 26   | 27   | 28   |
| 8     | 29   | 30   | 31   | 32   |
| 9     | 33   | 34   | 35   | 36   |
| 10    | 37   | 38   | 39   | 40   |
| 11    | 41   | 42   | 43   | 44   |
| 12    | 45   | 46   | 47   | 48   |
| 13    | 49   | 50   | 51   | 52   |
| 14    | 53   | 54   | 55   | 56   |
| 15    | 57   | 58   | 59   | 60   |
| 16    | 61   | 62   | 63   | 64   |
| 17    | 65   | 66   | 67   | 68   |
| 18    | 69   | 70   | 71   | 72   |
| 19    | 73   | 74   | 75   | 76   |
| 20    | 77   | 78   | 79   | 80   |
| 21    | 81   | 82   | 83   | 84   |
| 22    | 85   | 86   | 87   | 88   |
| 23    | 89   | 90   | 91   | 92   |
| 24    | 93   | 94   | 95   | 96   |
| 25    | 97   | 98   | 99   | 100  |

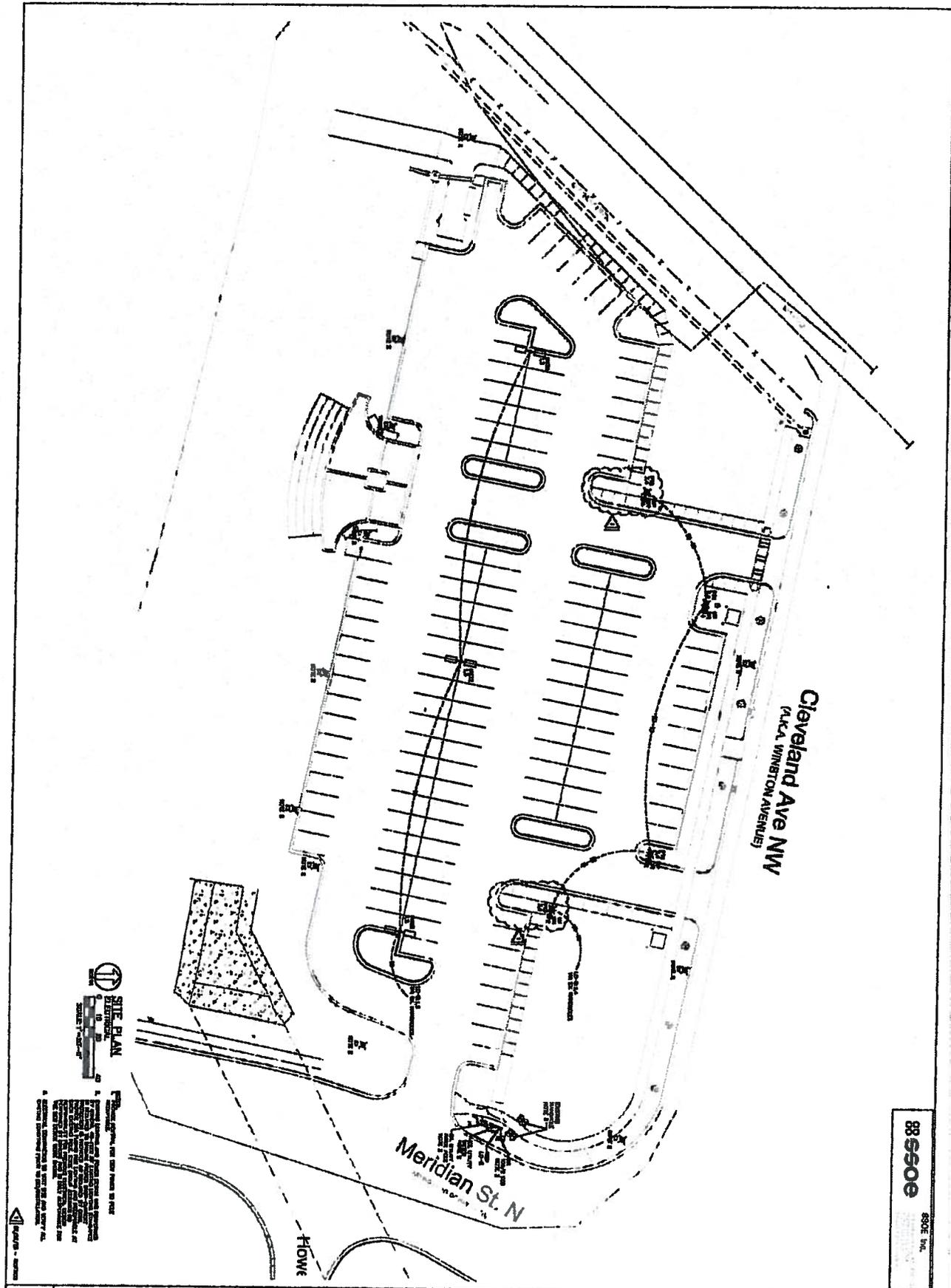
**NOZZLE LEGEND**

| NOZZLE | NOZZLE | NOZZLE | NOZZLE |
|--------|--------|--------|--------|
| 1      | 2      | 3      | 4      |
| 5      | 6      | 7      | 8      |
| 9      | 10     | 11     | 12     |
| 13     | 14     | 15     | 16     |
| 17     | 18     | 19     | 20     |
| 21     | 22     | 23     | 24     |
| 25     | 26     | 27     | 28     |
| 29     | 30     | 31     | 32     |
| 33     | 34     | 35     | 36     |
| 37     | 38     | 39     | 40     |
| 41     | 42     | 43     | 44     |
| 45     | 46     | 47     | 48     |
| 49     | 50     | 51     | 52     |
| 53     | 54     | 55     | 56     |
| 57     | 58     | 59     | 60     |
| 61     | 62     | 63     | 64     |
| 65     | 66     | 67     | 68     |
| 69     | 70     | 71     | 72     |
| 73     | 74     | 75     | 76     |
| 77     | 78     | 79     | 80     |
| 81     | 82     | 83     | 84     |
| 85     | 86     | 87     | 88     |
| 89     | 90     | 91     | 92     |
| 93     | 94     | 95     | 96     |
| 97     | 98     | 99     | 100    |

**NOTES:**

- 1. SEE SHEET 04.1 FOR IRRIGATION SYSTEM DESIGN.
- 2. SEE SHEET 04.2 FOR IRRIGATION SYSTEM DESIGN.
- 3. SEE SHEET 04.3 FOR IRRIGATION SYSTEM DESIGN.
- 4. SEE SHEET 04.4 FOR IRRIGATION SYSTEM DESIGN.
- 5. SEE SHEET 04.5 FOR IRRIGATION SYSTEM DESIGN.
- 6. SEE SHEET 04.6 FOR IRRIGATION SYSTEM DESIGN.
- 7. SEE SHEET 04.7 FOR IRRIGATION SYSTEM DESIGN.
- 8. SEE SHEET 04.8 FOR IRRIGATION SYSTEM DESIGN.
- 9. SEE SHEET 04.9 FOR IRRIGATION SYSTEM DESIGN.
- 10. SEE SHEET 04.10 FOR IRRIGATION SYSTEM DESIGN.

|                   |                                                                                                                          |                                                  |                                                                                                                  |  |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|
| <p><b>C11</b></p> | <p><b>GATEWAY GREENWAY<br/>PARKING LOT PHASE III<br/>IRRIGATION PLAN</b></p> <p>DATE: Oct 8, 2014      SCALE: 1"=20'</p> | <p><b>HUNTSVILLE</b><br/>The Star of Alabama</p> | <p><b>LAND DESIGN<br/>SOLUTIONS</b><br/>6996 LINDA STREET<br/>HUNTSVILLE, ALABAMA 35811<br/>PH: 256 714.1470</p> |  |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|



**SITE PLAN**  
 ELECTRICAL  
 SCALE: 1"=30'-0"

1. THESE SYMBOLS ARE TO BE USED ON THIS PLAN.  
 2. THESE SYMBOLS ARE TO BE USED ON THIS PLAN.  
 3. THESE SYMBOLS ARE TO BE USED ON THIS PLAN.  
 4. THESE SYMBOLS ARE TO BE USED ON THIS PLAN.

885508  
 800E 1000

**GATEWAY GREENWAY  
 PARKING LOT PHASE III**

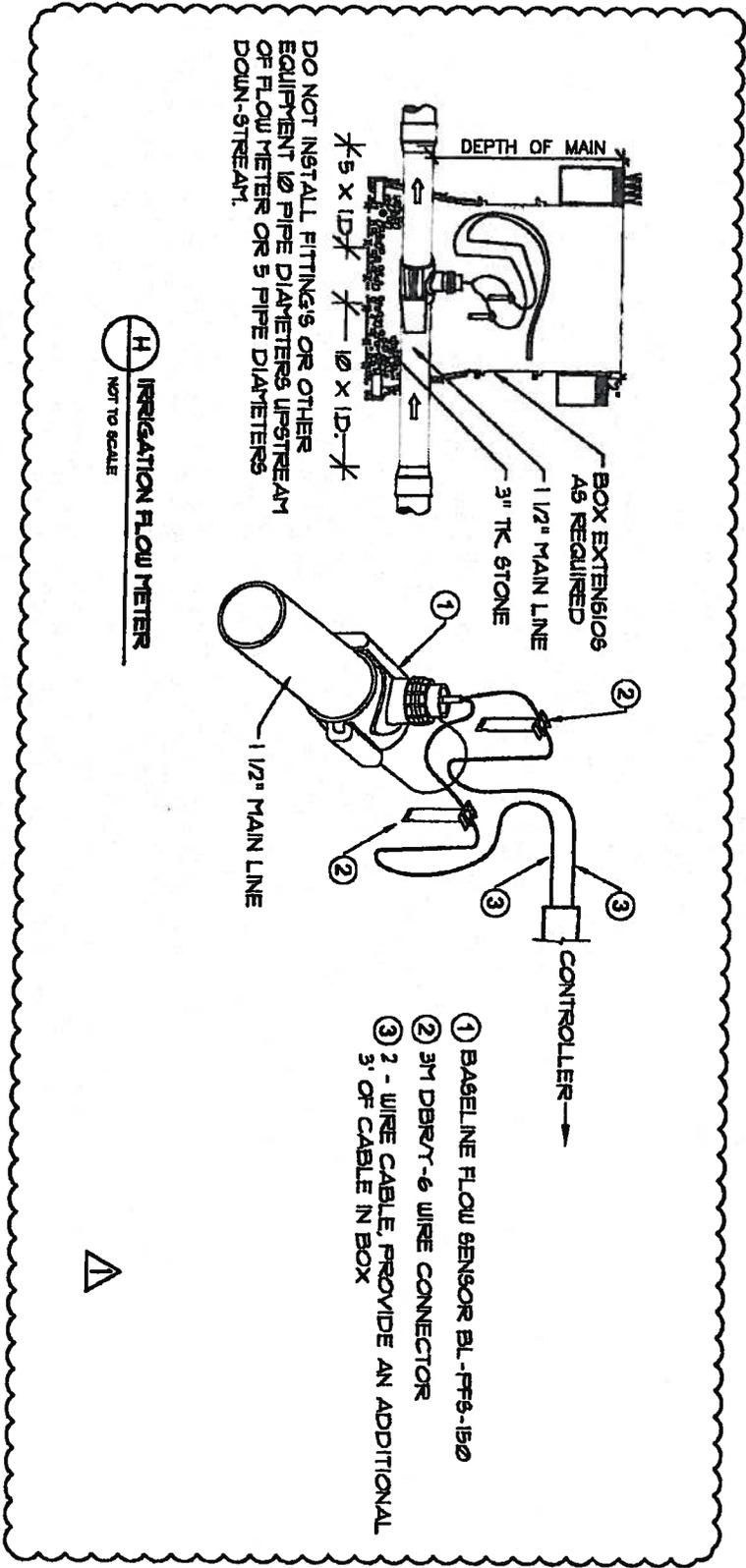
**SITE ELECTRICAL PLAN**  
 DATE: Oct 08, 2014      SCALE: 1"=30'

**LAND DESIGN  
 SOLUTIONS**  
 6996 LINDA STREET  
 BUNTSVILLE, ALABAMA 35811  
 PH: 256.714.1470

**CROY**  
**ENGINEERS**

115 HARRISON DRIVE, SUITE 2010  
 BUNTSVILLE, AL 35821  
 PHONE: (205) 817-0000 FAX: (205) 817-0004





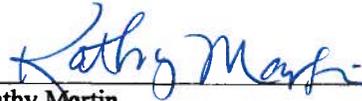
|     |             |           |    |
|-----|-------------|-----------|----|
| NO. | ADDENDUM #1 | 1/21/2015 | GD |
|     | Revision    | Date      | By |

GATEWAY GREENWAY  
 PHASE THREE  
 Irrigation Details  
 Detail "H"  
 DATE: Jan. 21, 2015 SCALE: N T.S

LAND DESIGN SOLUTIONS  
 6996 LINDA STREET  
 HUNTSVILLE, ALABAMA 35811  
 256 714.1470

**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 Midsouth Paving, Inc., in the amount of FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED NINETY-FIVE AND .12/100 DOLLARS (\$411,595.12), for Gateway Greenway Phase III, Project No. 65-14-WP01, Base Bid, which is being submitted to the City Council of the City of Huntsville for approval on this the 12<sup>th</sup> day of February, 2015, 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

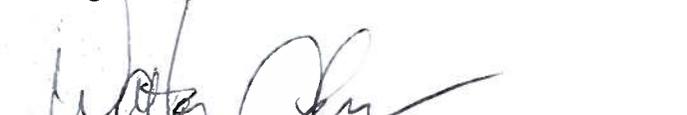
**E-VERIFY -- NOTICE**

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."

  
\_\_\_\_\_  
(Midsouth Paving, Inc.)

BY: Walton Ashwander - Asst. Secretary  
(Authorized Representative)