

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 28, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and Reed Contracting Services, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, Reed Contracting Services, Inc., for Greenbrier Parkway, Phase III-B, Project No. 65-13-RD02

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

Item to be considered for: Action

Unanimous Consent Required: No

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

This agreement is to construct the grade, drain, base, pave and traffic signals for Greenbrier Parkway-Phase III-B, from south of Norfolk Southern Railway to Old Highway 20 for a distance of approximately 0.8 miles to include widening Old Highway 20 to a 5-lane curb and gutter section for a distance of approximately 0.6 miles for a total contract amount of \$4,368,408.37. Account No. 23-6500-0813-8151

Associated Cost: \$4,368,408.37

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Lathia Marti*

Date: 5/23/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: **5/28/2015**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Construction Contract**

Document Name: **Reed-Greenbrier Parkway III-B Project No. 65-13-RD02**

City Obligation Amount: **\$4,368,408.37**

Total Project Budget: **\$4,368,408.37**

Uncommitted Account Balance:

Account Number: **23-6500-0813-8151**

Procurement Agreements

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

Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>Katho Majors</i>	<i>5/28/15</i>
2) Legal	<i>Angie Cates</i>	<i>5/26/2015</i>
3) Finance	<i>[Signature]</i>	<i>5/26/15</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 between the City of Huntsville and the low bidder, Reed Contracting Services, Inc., in the amount of FOUR MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHT AND .37/100 DOLLARS (\$4,368,408.37) for Greenbrier Parkway, Phase III-B, Project No. 65-13-RD02, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Reed Contracting Services, Inc. for Greenbrier Parkway, Phase III-B, Project No. 65-13-RD02" consisting of a total of one (1) page plus one hundred fifty-six (156) additional pages consisting of Attachments A1-K, 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 May 28, 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 28th day of May, 2015.

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

APPROVED this the 28th day of May, 2015.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
REED CONTRACTING SERVICES, INC.
FOR
GREENBRIER PARKWAY, PHASE III-B
PROJECT NO. 65-13-RD02**

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

THIS CONTRACT, made and entered into this 28th day of May, 2015, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and REED CONTRACTING SERVICES, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Greenbrier Parkway, Phase III-B, Project #65-13-RD02, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

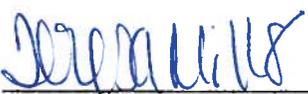
NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done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

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

  
\_\_\_\_\_  
Reed Contracting Services, Inc.

BY:

\_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:   
\_\_\_\_\_

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

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

DATE: May 28, 2015

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**CITY OF HUNTSVILLE, ALABAMA**

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## **SPECIAL NOTICE REGARDING INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**In addition to the requirements set forth by the City herein for Insurance and Hold Harmless/Indemnification in Section G, Norfolk Southern Railway Company has imposed similar and additional requirements on the City and its Contractors through its Right-of-Way Permit Agreement for Greenbrier Road, Project No. 65-13-RD02 as approved by City of Huntsville Resolution No. 15-247, a copy of which is attached hereto and made a part of these requirements. Bidders should pay particular attention to all Insurance requirements included within this Right-of-Way Permit Agreement, especially within Section 6, page 2, Exhibit B, Section 14 and also to the Norfolk Southern Contractor Right of Entry Agreement contained in Exhibit B which is required to be executed by the Contractor. Strict compliance with these requirements will be mandatory for the contractor.**

**NOTE: Receipt of Acknowledgment of this Statement (Attachment "J") must be submitted with the bid documents.**

**ATTACHMENT "A1"**

**5/14/2015**

**Greenbrier Parkway, Phase III-B  
COH Project No. 65-13-RD02**

**UNIT BID SHEET**

| ITEM NO. | DESCRIPTION                                                                    | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT   |
|----------|--------------------------------------------------------------------------------|---------|----------|----------------|--------------|
| 1        | Clearing & Grubbing (Approx. 29 AC)                                            | 1       | LS       | \$104,868.96   | \$104,868.96 |
| 2        | Removing Concrete                                                              | 215     | SY       | \$8.21         | \$1,765.15   |
| 3        | Removing Concrete Dissipators                                                  | 4       | EA       | \$430.25       | \$1,721.00   |
| 4        | Removing Existing Septic Tank (Greenbrier Pkwy Sta 131+59.39, 100' RT)         | 1       | EA       | \$908.80       | \$908.80     |
| 5        | Removing Existing Gate (Old Hwy 20 Sta 26+83.81, RT)                           | 1       | EA       | \$1,499.20     | \$1,499.20   |
| 6        | Removing Existing Retaining Wall (Old Hwy 20 Sta 26+98.23 to Sta 28+44.39, RT) | 147     | LF       | \$7.32         | \$1,076.04   |
| 7        | Removing Pipe                                                                  | 227     | LF       | \$23.87        | \$5,418.49   |
| 8        | Removing Fence                                                                 | 1,170   | LF       | \$4.47         | \$5,229.90   |

| <b>ATTACHMENT "A1"</b>                 |                                                                                     |               |             |                 | <b>5/14/2015</b>    |
|----------------------------------------|-------------------------------------------------------------------------------------|---------------|-------------|-----------------|---------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                     |               |             |                 |                     |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                     |               |             |                 |                     |
| <b>UNIT BID SHEET</b>                  |                                                                                     |               |             |                 |                     |
| <b>9</b>                               | Fence Reset                                                                         | <b>59</b>     | <b>LF</b>   | <b>\$17.37</b>  | <b>\$1,024.83</b>   |
| <b>10</b>                              | Barbed Wire Fence, 4 Strands, 4 Feet High                                           | <b>875</b>    | <b>LF</b>   | <b>\$8.52</b>   | <b>\$7,455.00</b>   |
| <b>11</b>                              | Removing Headwalls                                                                  | <b>6</b>      | <b>EA</b>   | <b>\$147.53</b> | <b>\$885.18</b>     |
| <b>12</b>                              | 210A-000 Unclassified Excavation                                                    | <b>98,022</b> | <b>CY</b>   | <b>\$3.55</b>   | <b>\$347,978.10</b> |
| <b>13</b>                              | 301A-012 Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness | <b>67,915</b> | <b>SY</b>   | <b>\$5.58</b>   | <b>\$378,965.70</b> |
| <b>14</b>                              | 401A-000 Bituminous Treatment A                                                     | <b>64,025</b> | <b>SY</b>   | <b>\$1.05</b>   | <b>\$67,226.25</b>  |
| <b>15</b>                              | 405A-000 Tack Coat                                                                  | <b>173</b>    | <b>GAL</b>  | <b>\$3.35</b>   | <b>\$579.55</b>     |
| <b>16</b>                              | 407B-000 Joint Sealant for Hot Mix Asphalt                                          | <b>9</b>      | <b>MILE</b> | <b>\$500.13</b> | <b>\$4,501.17</b>   |
| <b>17</b>                              | 408A-051 Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)            | <b>5033</b>   | <b>SY</b>   | <b>\$1.78</b>   | <b>\$8,958.74</b>   |

| <b>ATTACHMENT "A1"</b>                                                |                                                                                                                            |              |            |                    |                     | <b>5/14/2015</b> |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------|------------|--------------------|---------------------|------------------|
| <b>Greenbrier Parkway, Phase III-B<br/>COH Project No. 65-13-RD02</b> |                                                                                                                            |              |            |                    |                     |                  |
| <b>UNIT BID SHEET</b>                                                 |                                                                                                                            |              |            |                    |                     |                  |
| <b>18</b>                                                             | 408A-052 Planing Existing Pavement<br>(Approximately 1.10" Thru 2.00" Thick)                                               | <b>733</b>   | <b>SY</b>  | <b>\$4.76</b>      | <b>\$3,489.08</b>   |                  |
| <b>19</b>                                                             | 410A-002 Profilograph                                                                                                      | <b>1</b>     | <b>EA</b>  | <b>\$11,723.03</b> | <b>\$11,723.03</b>  |                  |
| <b>20</b>                                                             | 410H-000 Material Remixing Vehicle                                                                                         | <b>1</b>     | <b>EA</b>  | <b>\$44,214.58</b> | <b>\$44,214.58</b>  |                  |
| <b>21</b>                                                             | 424A-360 Superpave Bituminous Concrete<br>Wearing Surface Layer, 1/2" Maximum<br>Aggregate Size Mix, ESAL Range C/D        | <b>4,800</b> | <b>TON</b> | <b>\$67.75</b>     | <b>\$325,200.00</b> |                  |
| <b>22</b>                                                             | 424B-650 Superpave Bituminous Concrete<br>Upper Binder Layer, 3/4" Maximum<br>Aggregate Size Mix, ESAL Range C/D           | <b>6,893</b> | <b>TON</b> | <b>\$57.34</b>     | <b>\$395,244.62</b> |                  |
| <b>23</b>                                                             | 424B-655 Superpave Bituminous Concrete<br>Upper Binder Layer, Patching, 1" Maximum<br>Aggregate Size Mix, ESAL Range C/D   | <b>500</b>   | <b>TON</b> | <b>\$114.31</b>    | <b>\$57,155.00</b>  |                  |
| <b>24</b>                                                             | 424B-657 Superpave Bituminous Concrete<br>Upper Binder Layer, Leveling, 1/2" Maximum<br>Aggregate Size Mix, ESAL Range C/D | <b>649</b>   | <b>TON</b> | <b>\$68.24</b>     | <b>\$44,287.76</b>  |                  |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                                            |               |            |                 |                     | <b>5/14/2015</b> |  |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------|------------|-----------------|---------------------|------------------|--|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                                            |               |            |                 |                     |                  |  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                                            |               |            |                 |                     |                  |  |
| <b>UNIT BID SHEET</b>                  |                                                                                                                            |               |            |                 |                     |                  |  |
| <b>25</b>                              | 424B-658 Superpave Bituminous Concrete<br>Upper Binder Layer, Leveling, 3/4" Maximum<br>Aggregate Size Mix, ESAL Range C/D | <b>807</b>    | <b>TON</b> | <b>\$66.07</b>  | <b>\$53,318.49</b>  |                  |  |
| <b>26</b>                              | 424B-681 Superpave Bituminous Concrete<br>Lower Binder Layer, 1" Maximum Aggregate<br>Size Mix, ESAL Range C/D             | <b>10,029</b> | <b>TON</b> | <b>\$56.45</b>  | <b>\$566,137.05</b> |                  |  |
| <b>27</b>                              | 428C-000 Scoring Bituminous Pavement<br>Surface by Cutting                                                                 | <b>14,290</b> | <b>LF</b>  | <b>\$0.30</b>   | <b>\$4,287.00</b>   |                  |  |
| <b>28</b>                              | Steel Reinforcement                                                                                                        | <b>23,854</b> | <b>LB</b>  | <b>\$0.01</b>   | <b>\$238.54</b>     |                  |  |
| <b>29</b>                              | Culvert Concrete (Cast In Place)                                                                                           | <b>196</b>    | <b>CY</b>  | <b>\$395.94</b> | <b>\$77,604.24</b>  |                  |  |
| <b>30</b>                              | 15" Class III R.C.Pipe (Complete In Place)                                                                                 | <b>24</b>     | <b>LF</b>  | <b>\$45.22</b>  | <b>\$1,085.28</b>   |                  |  |
| <b>31</b>                              | 18" Class III R.C.Pipe (Complete In Place)                                                                                 | <b>1631</b>   | <b>LF</b>  | <b>\$35.74</b>  | <b>\$58,291.94</b>  |                  |  |
| <b>32</b>                              | 24" Class III R.C.Pipe (Complete In Place)                                                                                 | <b>1142</b>   | <b>LF</b>  | <b>\$47.67</b>  | <b>\$54,439.14</b>  |                  |  |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                                                                 |       |     |             |              |  | <b>5/14/2015</b> |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|-------------|--------------|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                                                                 |       |     |             |              |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                                                                 |       |     |             |              |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                                                                                 |       |     |             |              |  |                  |
| <b>33</b>                              | 36" Class III R.C.Pipe (Complete In Place)                                                                                                      | 2874  | LF  | \$94.81     | \$272,483.94 |  |                  |
| <b>34</b>                              | 42" Class III R.C.Pipe (Complete In Place)                                                                                                      | 1,800 | LF  | \$123.97    | \$223,146.00 |  |                  |
| <b>35</b>                              | 601A-000 Furnishing Base, Soil And Structure Laboratories                                                                                       | 1     | EA  | \$15,573.66 | \$15,573.66  |  |                  |
| <b>36</b>                              | Right Of Way Markers                                                                                                                            | 55    | EA  | \$309.31    | \$17,012.05  |  |                  |
| <b>37</b>                              | Loose Riprap, Class 2                                                                                                                           | 616   | TON | \$28.19     | \$17,365.04  |  |                  |
| <b>38</b>                              | Filter Blanket, Geotextile                                                                                                                      | 758   | SY  | \$1.98      | \$1,500.84   |  |                  |
| <b>39</b>                              | 618B-003 Concrete Driveway, 6" Thick (Includes Wire Mesh)                                                                                       | 43    | SY  | \$55.42     | \$2,383.06   |  |                  |
| <b>40</b>                              | Concrete Slope Paved Island, 6" Thick, With Wire Mesh Reinforcement (Complete In Place, to include all curbs, noses, ramps and truncated domes) | 1007  | SY  | \$44.62     | \$44,932.34  |  |                  |

| <b>ATTACHMENT "A1"</b>                 |                                                      |          |           |                   |                   | <b>5/14/2015</b> |
|----------------------------------------|------------------------------------------------------|----------|-----------|-------------------|-------------------|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                      |          |           |                   |                   |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                      |          |           |                   |                   |                  |
| <b>UNIT BID SHEET</b>                  |                                                      |          |           |                   |                   |                  |
| <b>41</b>                              | 15" Sloped Paved Headwall (Complete In Place)        | <b>2</b> | <b>EA</b> | <b>\$692.55</b>   | <b>\$1,385.10</b> |                  |
| <b>42</b>                              | 18" Sloped Paved Headwall (Complete In Place)        | <b>5</b> | <b>EA</b> | <b>\$849.06</b>   | <b>\$4,245.30</b> |                  |
| <b>43</b>                              | 24" Sloped Paved Headwall (Complete In Place)        | <b>1</b> | <b>EA</b> | <b>\$998.45</b>   | <b>\$998.45</b>   |                  |
| <b>44</b>                              | 36" Sloped Paved Headwall (Complete In Place)        | <b>3</b> | <b>EA</b> | <b>\$1,270.14</b> | <b>\$3,810.42</b> |                  |
| <b>45</b>                              | Double 24" Sloped Paved Headwall (Complete In Place) | <b>2</b> | <b>EA</b> | <b>\$1,475.13</b> | <b>\$2,950.26</b> |                  |
| <b>46</b>                              | Double 36" Sloped Paved Headwall (Complete In Place) | <b>1</b> | <b>EA</b> | <b>\$1,996.83</b> | <b>\$1,996.83</b> |                  |
| <b>47</b>                              | Double 42" Sloped Paved Headwall (Complete In Place) | <b>1</b> | <b>EA</b> | <b>\$2,450.25</b> | <b>\$2,450.25</b> |                  |
| <b>48</b>                              | Junction Box (Complete In Place)                     | <b>1</b> | <b>EA</b> | <b>\$2,006.35</b> | <b>\$2,006.35</b> |                  |
| <b>49</b>                              | Single Curb Inlet (Complete In Place)                | <b>2</b> | <b>EA</b> | <b>\$2,219.44</b> | <b>\$4,438.88</b> |                  |

| <b>ATTACHMENT "A1"</b>                                                |                                                  |               |           |                   |                     | <b>5/14/2015</b> |
|-----------------------------------------------------------------------|--------------------------------------------------|---------------|-----------|-------------------|---------------------|------------------|
| <b>Greenbrier Parkway, Phase III-B<br/>COH Project No. 65-13-RD02</b> |                                                  |               |           |                   |                     |                  |
| <b>UNIT BID SHEET</b>                                                 |                                                  |               |           |                   |                     |                  |
| <b>50</b>                                                             | "S" Type Inlet (Single Wing) (Complete In Place) | <b>23</b>     | <b>EA</b> | <b>\$3,699.01</b> | <b>\$85,077.23</b>  |                  |
| <b>51</b>                                                             | ALDOT Inlet, Type "Y" (Complete In Place)        | <b>9</b>      | <b>EA</b> | <b>\$4,138.26</b> | <b>\$37,244.34</b>  |                  |
| <b>52</b>                                                             | 24" Combination Curb & Gutter, Type C            | <b>6,071</b>  | <b>LF</b> | <b>\$10.07</b>    | <b>\$61,134.97</b>  |                  |
| <b>53</b>                                                             | 650B-000 Topsoil from Stockpiles                 | <b>7,743</b>  | <b>CY</b> | <b>\$7.38</b>     | <b>\$57,143.34</b>  |                  |
| <b>54</b>                                                             | 652A-100 Seeding                                 | <b>4</b>      | <b>AC</b> | <b>\$1,102.50</b> | <b>\$4,410.00</b>   |                  |
| <b>55</b>                                                             | 654A-001 Solid Sodding (Bermuda)                 | <b>56,830</b> | <b>SY</b> | <b>\$2.89</b>     | <b>\$164,238.70</b> |                  |
| <b>56</b>                                                             | Temporary Seeding                                | <b>16</b>     | <b>AC</b> | <b>\$630.00</b>   | <b>\$10,080.00</b>  |                  |
| <b>57</b>                                                             | Temporary Mulching                               | <b>16</b>     | <b>AC</b> | <b>\$630.00</b>   | <b>\$10,080.00</b>  |                  |
| <b>58</b>                                                             | Hay Bales                                        | <b>500</b>    | <b>EA</b> | <b>\$8.61</b>     | <b>\$4,305.00</b>   |                  |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                   |       |      |            | <b>5/14/2015</b> |
|----------------------------------------|---------------------------------------------------------------------------------------------------|-------|------|------------|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                   |       |      |            |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                   |       |      |            |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                                   |       |      |            |                  |
| <b>59</b>                              | Sand Bags                                                                                         | 500   | EA   | \$6.39     | \$3,195.00       |
| <b>60</b>                              | Silt Fence                                                                                        | 5,100 | LF   | \$3.02     | \$15,402.00      |
| <b>61</b>                              | Temporary Coarse Aggregate, ALDOT Number 1 (For Use on Construction Entrances)                    | 98    | TON  | \$18.49    | \$1,812.02       |
| <b>62</b>                              | Silt Fence Removal                                                                                | 5,100 | LF   | \$1.48     | \$7,548.00       |
| <b>63</b>                              | Inlet Protection, Stage 3 Or 4                                                                    | 31    | EA   | \$500.39   | \$15,512.09      |
| <b>64</b>                              | Wattles                                                                                           | 3,000 | LF   | \$7.01     | \$21,030.00      |
| <b>65</b>                              | Temporary Rip Rap, Class 2, Complete In Place (For as needed erosion control during construction) | 40    | TONS | \$39.51    | \$1,580.40       |
| <b>66</b>                              | Solid White, Class 2, Type A Traffic Stripe                                                       | 4     | MILE | \$3,255.00 | \$13,020.00      |
| <b>67</b>                              | Solid Yellow, Class 2, Type A Traffic Stripe                                                      | 5     | MILE | \$3,255.00 | \$16,275.00      |

| <b>ATTACHMENT "A1"</b>                 |                                               |               |             |                   | <b>5/14/2015</b>   |
|----------------------------------------|-----------------------------------------------|---------------|-------------|-------------------|--------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                               |               |             |                   |                    |
| <b>COH Project No. 65-13-RD02</b>      |                                               |               |             |                   |                    |
| <b>UNIT BID SHEET</b>                  |                                               |               |             |                   |                    |
| <b>68</b>                              | Broken White, Class 2, Type A Traffic Stripe  | <b>2</b>      | <b>MILE</b> | <b>\$1,680.00</b> | <b>\$3,360.00</b>  |
| <b>69</b>                              | Broken Yellow, Class 2, Type A Traffic Stripe | <b>950</b>    | <b>LF</b>   | <b>\$0.37</b>     | <b>\$351.50</b>    |
| <b>70</b>                              | Dotted, Class 2, Type A Traffic Stripe        | <b>950</b>    | <b>LF</b>   | <b>\$2.10</b>     | <b>\$1,995.00</b>  |
| <b>71</b>                              | Solid Temporary Traffic Stripe                | <b>3</b>      | <b>MILE</b> | <b>\$945.00</b>   | <b>\$2,835.00</b>  |
| <b>72</b>                              | Traffic Control Markings, Class 2, Type A     | <b>13,339</b> | <b>SF</b>   | <b>\$4.73</b>     | <b>\$63,093.47</b> |
| <b>73</b>                              | Traffic Control Legends, Class 2, Type A      | <b>113</b>    | <b>SF</b>   | <b>\$4.73</b>     | <b>\$534.49</b>    |
| <b>74</b>                              | Pavement Markers, Class A-H, Type 2-C         | <b>58</b>     | <b>EA</b>   | <b>\$4.46</b>     | <b>\$258.68</b>    |
| <b>75</b>                              | Pavement Markers, Class A-H, Type 1-A         | <b>444</b>    | <b>EA</b>   | <b>\$4.46</b>     | <b>\$1,980.24</b>  |
| <b>76</b>                              | Pavement Markers, Class A-H, Type 1-B         | <b>379</b>    | <b>EA</b>   | <b>\$4.46</b>     | <b>\$1,690.34</b>  |

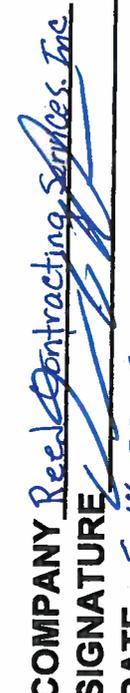
| <b>ATTACHMENT "A1"</b>                                                |                                                                                                                    |     |    |             |             | <b>5/14/2015</b> |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----|----|-------------|-------------|------------------|
| <b>Greenbrier Parkway, Phase III-B<br/>COH Project No. 65-13-RD02</b> |                                                                                                                    |     |    |             |             |                  |
| <b>UNIT BID SHEET</b>                                                 |                                                                                                                    |     |    |             |             |                  |
| <b>77</b>                                                             | Pavement Markers, Class A-H, Type 2-D                                                                              | 24  | EA | \$4.46      | \$107.04    |                  |
| <b>78</b>                                                             | Pavement Markers, Class A-H, Type 2-E                                                                              | 190 | EA | \$4.46      | \$847.40    |                  |
| <b>79</b>                                                             | Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) | 193 | SF | \$15.23     | \$2,939.39  |                  |
| <b>80</b>                                                             | Class 8, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type IX Background)             | 11  | SF | \$19.43     | \$213.73    |                  |
| <b>81</b>                                                             | Roadway Sign Post (#4 O.D. STEEL UNIFORM DIAMETER)                                                                 | 56  | LF | \$23.10     | \$1,293.60  |                  |
| <b>82</b>                                                             | Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)                               | 126 | LF | \$9.98      | \$1,257.48  |                  |
| <b>83</b>                                                             | Furnishing And Installing Traffic Control Unit (Greenbrier Pkwy & Old Hwy 20)                                      | 1   | LS | \$9,450.00  | \$9,450.00  |                  |
| <b>84</b>                                                             | Metal Traffic Signal Pole Foundation                                                                               | 4   | EA | \$3,150.00  | \$12,600.00 |                  |
| <b>85</b>                                                             | Metal Traffic Signal Pole with 55' Mast Arm                                                                        | 2   | EA | \$13,650.00 | \$27,300.00 |                  |

| <b>ATTACHMENT "A1"</b>                 |                                             |              |           | <b>5/14/2015</b>   |
|----------------------------------------|---------------------------------------------|--------------|-----------|--------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                             |              |           |                    |
| <b>COH Project No. 65-13-RD02</b>      |                                             |              |           |                    |
| <b>UNIT BID SHEET</b>                  |                                             |              |           |                    |
| <b>86</b>                              | Metal Traffic Signal Pole with 60' Mast Arm | <b>2</b>     | <b>EA</b> | <b>\$14,700.00</b> |
| <b>87</b>                              | Loop Wire                                   | <b>4,400</b> | <b>LF</b> | <b>\$2.89</b>      |
| <b>88</b>                              | Loop Detector Lead-In-Cable                 | <b>2,900</b> | <b>LF</b> | <b>\$2.10</b>      |
| <b>89</b>                              | Vehicle Loop Detector                       | <b>8</b>     | <b>EA</b> | <b>\$262.50</b>    |
| <b>90</b>                              | Traffic Signal Junction Box                 | <b>13</b>    | <b>EA</b> | <b>\$525.00</b>    |
| <b>91</b>                              | 1", Metallic, Conduit                       | <b>20</b>    | <b>LF</b> | <b>\$8.40</b>      |
| <b>92</b>                              | 1", Non-Metallic, Conduit                   | <b>40</b>    | <b>LF</b> | <b>\$10.50</b>     |
| <b>93</b>                              | 2", Non-Metallic, Conduit                   | <b>2,630</b> | <b>LF</b> | <b>\$12.60</b>     |
| <b>94</b>                              | Luminaire Extension Assembly, 12 Feet       | <b>4</b>     | <b>EA</b> | <b>\$1,260.00</b>  |
|                                        |                                             |              |           | <b>\$29,400.00</b> |
|                                        |                                             |              |           | <b>\$12,716.00</b> |
|                                        |                                             |              |           | <b>\$6,090.00</b>  |
|                                        |                                             |              |           | <b>\$2,100.00</b>  |
|                                        |                                             |              |           | <b>\$6,825.00</b>  |
|                                        |                                             |              |           | <b>\$168.00</b>    |
|                                        |                                             |              |           | <b>\$420.00</b>    |
|                                        |                                             |              |           | <b>\$33,138.00</b> |
|                                        |                                             |              |           | <b>\$5,040.00</b>  |

| <b>ATTACHMENT "A1"</b>                 |                                                     |     |    |             |             | <b>5/14/2015</b> |
|----------------------------------------|-----------------------------------------------------|-----|----|-------------|-------------|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                     |     |    |             |             |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                     |     |    |             |             |                  |
| <b>UNIT BID SHEET</b>                  |                                                     |     |    |             |             |                  |
| <b>95</b>                              | Vehicular Signal Head, 12 Inch, 3 Section, Type LED | 10  | EA | \$840.00    | \$8,400.00  |                  |
| <b>96</b>                              | Vehicular Signal Head, 12 Inch, 4 Section, Type LED | 2   | EA | \$945.00    | \$1,890.00  |                  |
| <b>97</b>                              | Pedestrian Signal Head, Type LED                    | 8   | EA | \$1,050.00  | \$8,400.00  |                  |
| <b>98</b>                              | Controller Assembly, Type III, 8 Phase              | 1   | EA | \$12,600.00 | \$12,600.00 |                  |
| <b>99</b>                              | 6" Electrical Conduit, 1 Line, Type 5 Installation  | 670 | LF | \$63.00     | \$42,210.00 |                  |
| <b>100</b>                             | Wood Pole                                           | 1   | EA | \$525.00    | \$525.00    |                  |
| <b>101</b>                             | Handicap Ramps                                      | 16  | EA | \$694.05    | \$11,104.80 |                  |
| <b>102</b>                             | Construction Signs                                  | 593 | SF | \$6.83      | \$4,050.19  |                  |
| <b>103</b>                             | Construction Signs (COH Retain)                     | 32  | SF | \$12.60     | \$403.20    |                  |



| <b>ATTACHMENT "A1"</b>                 |                                                 |     |    |              |              | <b>5/14/2015</b> |
|----------------------------------------|-------------------------------------------------|-----|----|--------------|--------------|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                 |     |    |              |              |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                 |     |    |              |              |                  |
| <b>UNIT BID SHEET</b>                  |                                                 |     |    |              |              |                  |
| <b>105</b>                             | Cones (36 Inches High)                          | 200 | EA | \$22.05      | \$4,410.00   |                  |
| <b>106</b>                             | Barricades, Type III                            | 10  | EA | \$173.25     | \$1,732.50   |                  |
| <b>107</b>                             | Barricades, Type III (COH Retain)               | 10  | EA | \$236.25     | \$2,362.50   |                  |
| <b>108</b>                             | Warning Light, Type B                           | 5   | EA | \$262.50     | \$1,312.50   |                  |
| <b>109</b>                             | Warning Light, Type B (COH Retain)              | 5   | EA | \$262.50     | \$1,312.50   |                  |
| <b>110</b>                             | Ballast for Cone                                | 200 | EA | \$11.55      | \$2,310.00   |                  |
| <b>111</b>                             | Portable Sequential Arrow and Chevron Sign Unit | 2   | EA | \$1,575.00   | \$3,150.00   |                  |
| <b>112</b>                             | Geometric Controls                              | 1   | LS | \$64,231.18  | \$64,231.18  |                  |
| <b>113</b>                             | Mobilization                                    | 1   | LS | \$159,695.64 | \$159,695.64 |                  |

|                                                                                                                                                                                                 |                                |          |           |                    |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------|-----------|--------------------|-----------------------|
| <b>ATTACHMENT "A1"</b>                                                                                                                                                                          |                                |          |           |                    | <b>5/14/2015</b>      |
| <b>Greenbrier Parkway, Phase III-B</b><br><b>COH Project No. 65-13-RD02</b>                                                                                                                     |                                |          |           |                    |                       |
| <b>UNIT BID SHEET</b>                                                                                                                                                                           |                                |          |           |                    |                       |
| <b>114</b>                                                                                                                                                                                      | Removal of existing structures | <b>1</b> | <b>LS</b> | <b>\$13,579.33</b> | <b>\$13,579.33</b>    |
| <b>115</b>                                                                                                                                                                                      | Mulching                       | <b>4</b> | <b>AC</b> | <b>\$945.00</b>    | <b>\$3,780.00</b>     |
| <b>TOTAL BASE BID</b>                                                                                                                                                                           |                                |          |           |                    | <b>\$4,368,408.37</b> |
| <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>                            |                                |          |           |                    |                       |
| <b>COMPANY</b> <u>Reed Contracting Services, Inc.</u><br><b>SIGNATURE</b> <br><b>DATE</b> <u>5-14-2015</u> |                                |          |           |                    |                       |

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

**TO: THE CITY OF HUNTSVILLE**

**Public Services Building  
320 Fountain Circle  
Huntsville, Alabama**

**PROPOSAL OF** Reed Contracting Services, Inc.

**(NAME)**

2512 Triana Blvd SW, Huntsville, AL 35805

**(ADDRESS)**

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**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 the project is as follows: Complete by March 31, 2016.

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**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: May 14, 2015.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)  
SIGNATURE OF BIDDER \_\_\_\_\_

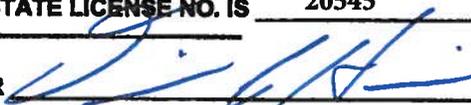
BY \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

\_\_\_\_\_  
\_\_\_\_\_

OUR CONTRACTOR'S STATE LICENSE NO. IS 20545

(IF A CORPORATION)  
SIGNATURE OF BIDDER 

BY David L. Harris, Vice President

BUSINESS ADDRESS 2512 Trina Blvd SW, Huntsville, AL 35805

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Michael Reed

OF SECRETARY Vice President - David L. Harris

OFFICERS TREASURER Secretary - Charles C. Lovoy

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

**ATTACHMENT "C"**

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**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.**

| <b><u>ADDENDUM NO.</u></b> | <b><u>DATE RECEIVED</u></b> |
|----------------------------|-----------------------------|
| 1                          | 5-7-15                      |
| 2                          | 5-12-15                     |
|                            |                             |
|                            |                             |
|                            |                             |
|                            |                             |
|                            |                             |
|                            |                             |

**COMPANY** Reed Contracting Services, Inc.

**SIGNATURE** 

**TITLE** Vice President

**DATE** May 14, 2015

**ATTACHMENT "D"**

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**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                             | Alabama Barricade                        | 21730                     | 7007 Praytor Rd, Tru ssville, AL 35173   | 79-82, 102-110                                 |
| Excavation                                  |                                          |                           |                                          |                                                |
| Concrete                                    |                                          |                           |                                          |                                                |
| Storm Drainage                              |                                          |                           |                                          |                                                |
| Sanitary Sewer                              |                                          |                           |                                          |                                                |
| Shoring/Monitoring                          |                                          |                           |                                          |                                                |
| Retaining Walls                             |                                          |                           |                                          |                                                |
| Bridges                                     |                                          |                           |                                          |                                                |
| Railroads                                   |                                          |                           |                                          |                                                |
| Traffic (signals, loops)                    | Shoals Electric                          | 9168                      | 704 Davison Ave, Muscle Shoals, AL 35661 | 83-100                                         |
| Street Lights                               |                                          |                           |                                          |                                                |
| Electrical                                  |                                          |                           |                                          |                                                |
| Water                                       |                                          |                           |                                          |                                                |
| Asphalt                                     |                                          |                           |                                          |                                                |
| Landscaping (Trees, grassing)               | Interstate Landscape of Mississippi, Inc | S-43613                   | 20900 Highway 15 N<br>Falkner MS 38629   | 54-57, 115                                     |
| Irrigation                                  |                                          |                           |                                          |                                                |
| Striping                                    | J. C. Cheek                              | 11303                     | P.O. Box 1138, Kosciusko, MS 39090       | 66-78                                          |
| Sewer Testing                               |                                          |                           |                                          |                                                |
| Guardrails                                  |                                          |                           |                                          |                                                |
| Handrails                                   |                                          |                           |                                          |                                                |
| Painting                                    |                                          |                           |                                          |                                                |
| Special (fencing, benches, dewatering etc.) |                                          |                           |                                          |                                                |
| Mechanical                                  |                                          |                           |                                          |                                                |
| SCADA                                       |                                          |                           |                                          |                                                |

**ATTACHMENT "E"**

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**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. City of Huntsville University & Paramount Intersection Improvements  
320 Fountain Circle  
Huntsville, Alabama 35804  
POC: Dennis Thompson, Phone: (256) 535-2489
  
2. City of Huntsville Highway 72 West Meridian Crossover  
320 Fountain Circle  
Huntsville, Alabama 35804  
POC: Dennis Thompson, Phone: (256) 535-2489
  
3. City of Huntsville Mastin Lake Road Improvements  
320 Fountain Circle  
Huntsville, Alabama 35804  
POC: Chris McNeese, Phone: (256) 535-2489
  
4. City of Huntsville Farrow Road Improvements  
320 Fountain Circle  
Huntsville, Alabama 35804  
POC: Cathy Martin, Phone: (256) 535-2489
  
5. City of Huntsville Shields Road Extension  
320 Fountain Circle  
Huntsville, Alabama 35804  
POC: Chris McNeese, Phone: (256) 535-2489

**ATTACHMENT "F"**

**Mandatory Pre-Bid meeting to be held on Wednesday, May 6, 2015 at 10:00 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.**

**NOTICE TO CONTRACTORS**

**WANTED: Sealed bids in duplicate for the construction of: Greenbrier Parkway, Phase III-B, more particularly known as Project No. 65-13-RD02**

**Description of Project: Construct the Grade, Drain, Base, Pave and Traffic Signals for Greenbrier Parkway-Phase III-B, from south of Norfolk Southern Railway to Old Highway 20 for a distance of approx. 0.8 miles to include widening Old Highway 20 to a 5-lane curb and gutter section for a distance of approx. 0.6 miles**

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 Greenbrier Parkway, Phase III-B, more particularly known as Project No. 65-13-RD02 requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 14<sup>th</sup> day of May, 2015, until 10:00 a.m. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within one hundred and twenty (120) 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.

Advertise Date: 4/28/15

**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: 1/10/00 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 COH 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 shown on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify that this is the final estimate that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate in accordance with the terms of our original contract and all amendments thereto, during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
BY: \_\_\_\_\_ CONTRACTOR  
TITLE: \_\_\_\_\_  
SIGNED: \_\_\_\_\_ WITNESS \_\_\_\_\_ SIGNATURE \_\_\_\_\_

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

**APPROVED FOR PAYMENT**

BY: \_\_\_\_\_ CONSTRUCTION INSPECTOR BY: \_\_\_\_\_ KATHY MARTIN, CITY ENGINEER  
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: \_\_\_\_\_ PROJECT ENGINEER IF FINAL ESTIMATE, DATE WORK WAS COMPLETED \_\_\_\_\_

## **ATTACHMENT "H"**

**All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](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): Reed Contracting Services, Inc.
- City of Huntsville current taxpayer identification number (if available): A Corporation  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

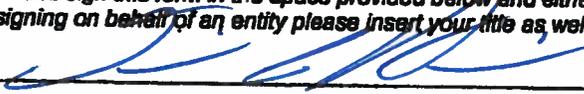
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership<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 checked="" type="checkbox"/> Corporation                          | Number & State:<br>157-607 Alabama                   |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

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

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

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

Signature:  Title (if applicable): Vice President

Type or legibly write name: David L. Harris Date: May 14, 2015

Company ID Number: 109504

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

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

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

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

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

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

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

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

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

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

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

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

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

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

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

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
  - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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

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

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

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

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

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

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

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

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

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

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

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**ARTICLE III**

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

**A. REFERRAL TO THE SSA**

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

**B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

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

Company ID Number: 109504

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

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

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

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

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

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

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

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

#### **ARTICLE V**

#### **PARTIES**

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

Company ID Number: 109504

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

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

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

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

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

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

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

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

**Employer Reed Contracting Services Inc.**

**Paul I Moore**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

\_\_\_\_\_  
Signature

**03/26/2008**

\_\_\_\_\_  
Date

**Department of Homeland Security - Verification Division**



**ATTACHMENT "J"**

**GREENBRIER PARKWAY, PHASE III-B**  
**PROJECT NO. 65-13-RD02**

**INSURANCE/INDEMNIFICATION STATEMENT ACKNOWLEDGMENT FORM**

**Acknowledgement of receipt of Insurance/Indemnification Statement is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Insurance/Indemnification Statement.**

**By signing below, I acknowledge receipt of referenced statement included in this bid document.**

**COMPANY** Reed Contracting Services, Inc.  
**SIGNATURE**   
**TITLE** Vice President  
**DATE** May 14, 2015

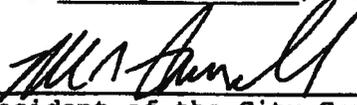
Adopted 4/9/2015

**ATTACHMENT "K"**

**RESOLUTION NO. 15-247**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville and Norfolk Southern Railway Company in the Not-to-Exceed Amount of FIVE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED SIX AND NO/100 DOLLARS (\$533,406.00) for Right-of-Way Permit Agreement for Greenbrier Road, Project No. 65-13-RD02, in the County of Madison, Huntsville, AL, 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 "Agreement between the City of Huntsville and Norfolk Southern Railway Company for Right-of-Way Permit Agreement for Greenbrier Road, Project No. 65-13-RD02 consisting of a total of eight (8) pages plus sixty-five (65) additional pages consisting of Exhibits A-C, and the date of April 9, 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 9th day of April, 2015.

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

**APPROVED** this the 9th day of April, 2015.

  
\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

Agreement between the City of  
Huntsville and Norfolk Southern Railway  
Company for Right-of-Way NS File: CX0129641  
Permit Agreement for Greenbrier Road,  
Project No. 65-13-RD02

THIS AGREEMENT, dated as of the 9th day of April, 2015 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

CITY OF HUNTSVILLE, an Alabama municipality, whose mailing address is 308 Fountain Circle, Huntsville, Alabama 35801 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary relocate the existing Greenbrier Road (DOT# 731839H) at-grade crossing approximately 4280' to the east (the "Facilities"), in the vicinity of RAILWAY Mileposts 354.17-A to 355.0-A, at or near Huntsville, Limestone County, Alabama (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit C.

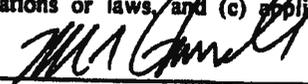
NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities and removal of the existing Greenbrier Road at-grade crossing, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications

  
\_\_\_\_\_  
President of the City Council of the City  
of Huntsville, AL  
Date: April 9, 2015

adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. To the fullest extent allowed by the laws of the State of Alabama,, which laws may include limitations of liability, LICENSEE hereby agrees to be responsible for and to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from LICENSEE's negligence associated with the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of RAILWAY.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. To the fullest extent allowed by the laws of the State of Alabama, which laws may include limitations of liability, LICENSEE agrees to be responsible for and to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a limit of not less than a combined single limit of \$2,000,000 for each occurrence and \$6,000,000 in the aggregate.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit B. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit B.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities: Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to,

inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit C and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be Five Hundred Thirty-Three Thousand, Four Hundred Six Dollars and zero Cents (\$533,406.00). It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

### III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to RAILWAY:

c/o Norfolk Southern Corporation  
1200 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3504  
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment: Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

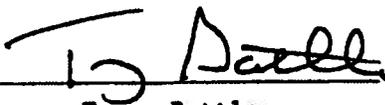
10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

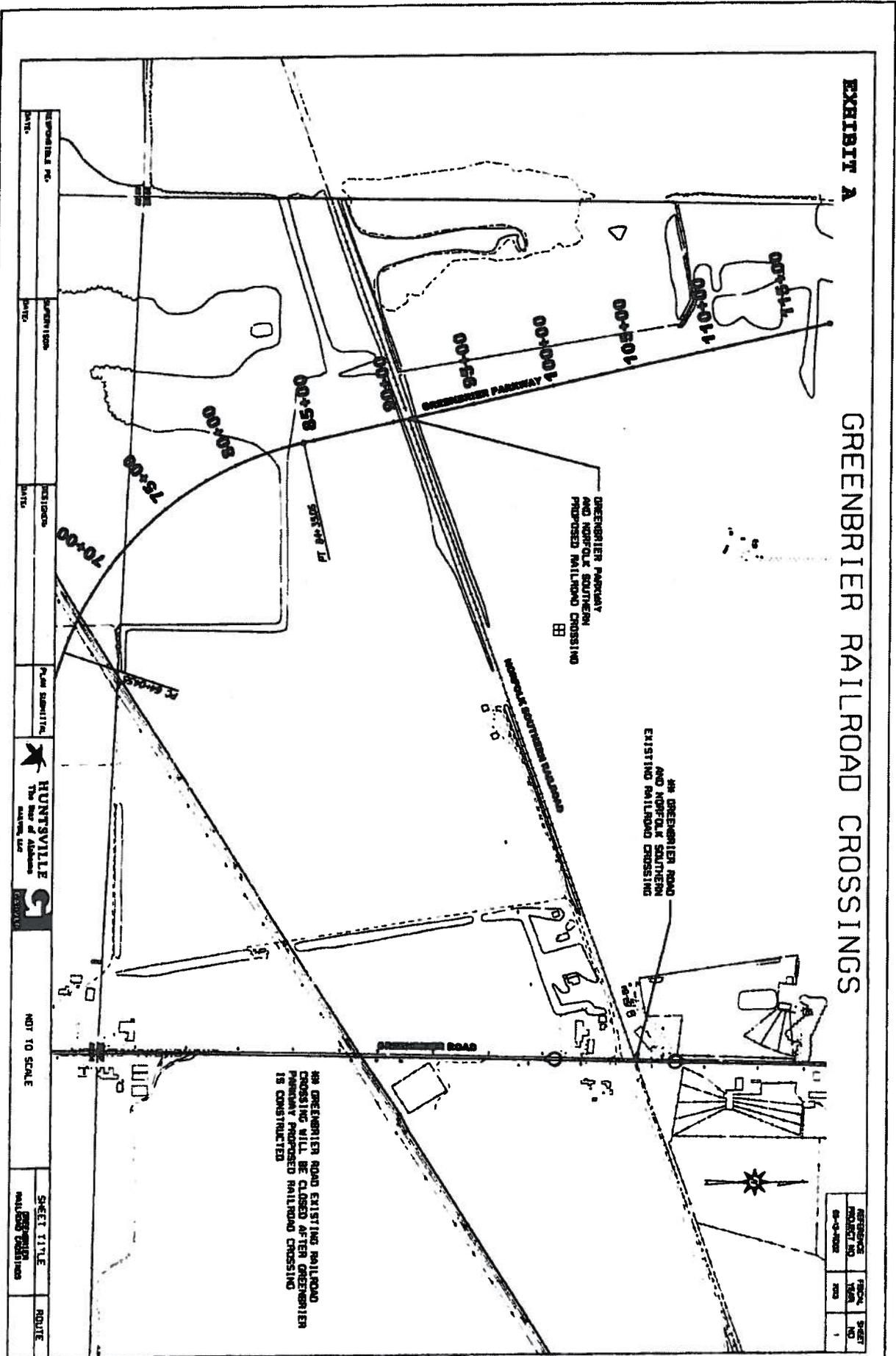
CITY OF HUNTSVILLE, an Alabama municipality

By:   
Name: Tommy Battle  
Title: Mayor  
Date: 4/9/2015

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NS File: CX0129641



**EXHIBIT A**

**GREENBRIER RAILROAD CROSSINGS**

|                           |                   |                        |                                                                 |              |                                              |       |
|---------------------------|-------------------|------------------------|-----------------------------------------------------------------|--------------|----------------------------------------------|-------|
| RESPONSIBLE P.E.<br>DATE: | DESIGNER<br>DATE: | PLAN EXAMINER<br>DATE: | <b>HUNTSVILLE</b><br>The Best of Alabama<br>REGISTERED ENGINEER | NOT TO SCALE | SHEET TITLE<br>GREENBRIER RAILROAD CROSSINGS | ROUTE |
|---------------------------|-------------------|------------------------|-----------------------------------------------------------------|--------------|----------------------------------------------|-------|

|                       |       |           |
|-----------------------|-------|-----------|
| REFERENCE PROJECT NO. | TRUCK | SHEET NO. |
| 64-0-0000             | 100   | 1         |

NO GREENBRIER ROAD EXISTING RAILROAD CROSSING WILL BE CLOSED AFTER GREENBRIER PROPOSED RAILROAD CROSSING IS COMPLETED

**EXHIBIT B****Norfolk Southern Railway Company****E. Norfolk Southern – Special Provisions for Protection of Railway Interests****1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:**

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications.

**2. NOTICE OF STARTING WORK:**

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Construction Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective Insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

**EXHIBIT B****Norfolk Southern Railway Company**

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

**3. INTERFERENCE WITH RAILROAD OPERATIONS:**

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

**4. TRACK CLEARANCES:**

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
  - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

**EXHIBIT B**

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3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
  2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  3. Receive permission from the Railroad's representative to proceed with the work.
  4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
    - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
    - b. In accordance with the Railroad's written outline of specific conditions.
    - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
    - d. In accordance with these Special Provisions.
  2. Submittal Requirements
    - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
    - b. The Contractor shall allow for 30 days for the Railroad's review and response.
    - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
    - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

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- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - i. General Means and Methods
  - ii. Ballast Protection
  - iii. Construction Excavation & Shoring
  - iv. Pipe, Culvert, & Tunnel Installations
  - v. Demolition Procedure
  - vi. Erection & Hoisting Procedure
  - vii. Debris Shielding or Containment
  - viii. Blasting
  - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - i. Shop Drawings
  - ii. Bearing Shop Drawings and Material Certifications
  - iii. Concrete Mix Design
  - iv. Structural Steel, Rebar, and/or Strand Certifications
  - v. 28 day Cylinder Test for Concrete Strength
  - vi. Waterproofing Material Certification
  - vii. Test Reports for Fracture Critical Members
  - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

**B. Ballast Protection**

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

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2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

**C. Excavation:**

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

**D. Excavation for Structures and Shoring Protection:**

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.4.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

**E. Pipe, Culvert, & Tunnel Installations**

- a. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
  - i. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.

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- ii. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
- iii. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

**F. Demolition Procedures****1. General**

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

**2. Submittal Requirements**

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting

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weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- iv. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
  - v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
  - vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.
3. Overhead Demolition Debris Shield
- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
  - b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
  - c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
  - d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
  - e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
  - f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

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- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

**4. Vertical Demolition Debris Shield**

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

**G. Erection & Hoisting Procedures**

**1. General**

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

**2. Submittal Requirements**

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

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- iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- v. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

**H. Blasting:**

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
  - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person

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designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
  - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
  - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
  - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of **two inches per second**. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
  - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
  - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
    - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
    - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
  3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
    - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
    - b. Confirm that the minimum amounts of explosives are used to remove the rock.

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- c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
  - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
  - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
  - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
  - b. Hole diameter.
  - c. Hole spacing and pattern.
  - d. Maximum depth of hole.
  - e. Maximum number of decks per hole.
  - f. Maximum pounds of explosives per hole.
  - g. Maximum pounds of explosives per delay.
  - h. Maximum number of holes per detonation.
  - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
  - j. Approximate dates and time of day when the explosives are to be detonated.
  - k. Type of flyrock protection.
  - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
  - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
  - n. A copy of the Authority's permit granting permission to blast on the site.
  - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

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- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) Insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring**
1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
  2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
  3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
  4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:**
1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
  2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
  3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- K. Storage of Materials and Equipment:**
1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and

**EXHIBIT B****Norfolk Southern Railway Company**

equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

**L. Cleanup:**

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

**6. DAMAGES:**

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

**7. FLAGGING SERVICES:**

**A. Requirements:**

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

**EXHIBIT B****Norfolk Southern Railway Company****B. Scheduling and Notification:**

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

**C. Payment:**

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate.

**EXHIBIT B****Norfolk Southern Railway Company**

Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

**D. Verification:**

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

**8. HAUL ACROSS RAILROAD TRACK:**

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

**9. WORK FOR THE BENEFIT OF THE CONTRACTOR:**

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

**EXHIBIT B****Norfolk Southern Railway Company**

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

**10. COOPERATION AND DELAYS:**

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

**11. TRAINMAN'S WALKWAYS:**

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

**12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:**

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.

**EXHIBIT B**

**Norfolk Southern Railway Company**



- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

**13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:**

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

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- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

**14. INSURANCE:**

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
  2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.  
NOTE: Railroad does not accept from insurers Chartis (AIG or Affiliated Railroad including Lexington Insurance Railroad), Hudson Group or ACE.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07.
- c. The named Insured shall read:

Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: S. W. Dickerson Risk Management

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

**EXHIBIT B****Norfolk Southern Railway Company**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
  - e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
  - f. The name and address of the prime Contractor must appear on the Declarations.
  - g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
  - h. Other endorsements/forms that will be accepted are:
    - (1) Broad Form Nuclear Exclusion – Form IL 00 21
    - (2) 30-day Advance Notice of Non-renewal or cancellation
    - (3) Required State Cancellation Endorsement
    - (4) Quick Reference or Index Form CL/IL 240
  - i. Endorsements/forms that are NOT acceptable are:
    - (1) Any Pollution Exclusion Endorsement except CG 28 31
    - (2) Any Punitive or Exemplary Damages Exclusion
    - (3) Known Injury or Damage Exclusion form CG 00 59
    - (4) Any Common Policy Conditions form
    - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Sponsor's Prime Contractor to the Sponsor at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Sponsor's Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Sponsor at the addresses below, and forwarded to the Sponsor for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Sponsor. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

**EXHIBIT B**

**Norfolk Southern Railway Company**



**SPONSOR:**

**RAILROAD:**

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes.
  2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
    - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
    - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
  3. It should be noted that the Railroad does not accept notation of Railroad Protective Insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

**15. FAILURE TO COMPLY:**

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

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**Norfolk Southern Railway Company**



**16. PAYMENT FOR COST OF COMPLIANCE:**

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

**17. PROJECT INFORMATION**

- A. Date: February 5, 2015
- B. NS File No.: CX0129641
- C. NS Milepost: 354.17-A and 355.0-A
- D. Sponsor's Project No.: \_\_\_\_\_

**EXHIBIT B**

**CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS FILE: CX0129641**

**NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT**

WHEREAS, \_\_\_\_\_ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of Company Mileposts 354.17-A and 355.0-A at or near Huntsville, (the "Premises") for the sole purpose of relocating the existing Greenbrier Road (DOT# 731839H) at-grade crossing 4280' east, on behalf of the City of Huntsville (the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

**EXHIBIT B**

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises; and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

**EXHIBIT B**

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the State of Alabama, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

\_\_\_\_\_  
Name of Principal

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT C**

**FORCE ACCOUNT ESTIMATE**

|                          |                                                     |
|--------------------------|-----------------------------------------------------|
| Work to be Performed By: | Norfolk Southern Railway Company                    |
| For the Account of:      | City of Huntsville                                  |
| Project Description:     | Relocation of Greenbriar Road to Greenbriar Parkway |
| Location:                | Mooresville, Limestone County Alabama               |
| Project No.:             | 65-13-RD02                                          |
| Milepost:                | 354.17-A to 355.00-A                                |
| File:                    | CX0129641                                           |
| Date:                    | January 26, 2015                                    |

| <b><u>SUMMARY</u></b>                |                   |
|--------------------------------------|-------------------|
| ITEM A - Preliminary Engineering     | 0                 |
| ITEM B - Construction Engineering    | 6,036             |
| ITEM C - Accounting                  | 1,549             |
| ITEM D - Flagging Services           | 21,435            |
| ITEM E - Communications Changes      | 0                 |
| ITEM F - Signal & Electrical Changes | 434,394           |
| ITEM G - Track Work                  | 69,993            |
| ITEM H - T-Cubed                     | <u>0</u>          |
| <b>GRAND TOTAL</b>                   | <b>\$ 533,406</b> |

**ITEM A - Preliminary Engineering** \*Covered Under Separate Agreement\*

(Review plans and special provisions,  
prepare estimates, etc.)

|                                |                        |             |
|--------------------------------|------------------------|-------------|
| Labor:                         | 0 Hours @ \$60 / hour= | 0           |
| Labor Additives:               |                        | 0           |
| Travel Expenses:               |                        | 0           |
| Services by Contract Engineer: |                        | <u>0</u>    |
| <b>NET TOTAL - ITEM A</b>      |                        | <b>\$ .</b> |

**EXHIBIT C****ITEM B - Construction Engineering**(Coordinate Railway construction activities,  
review contractor submittals, etc.)

|                                |                         |                 |
|--------------------------------|-------------------------|-----------------|
| Labor:                         | 40 Hours @ \$60 / hour= | 2,400           |
| Labor Additives:               |                         | 1,886           |
| Travel Expenses:               |                         | 1,750           |
| Services by Contract Engineer: |                         | 0               |
| <b>NET TOTAL - ITEM B</b>      |                         | <b>\$ 6,036</b> |

**ITEM C - Administration**

|                                                 |                         |                 |
|-------------------------------------------------|-------------------------|-----------------|
| Agreement Construction, Review and/or Handling: |                         | 1,000           |
| Accounting Hours (Labor):                       | 10 Hours @ \$30 / hour= | 300             |
| Accounting Additives:                           |                         | 249             |
| <b>NET TOTAL - ITEM C</b>                       |                         | <b>\$ 1,549</b> |

**ITEM D - Flagging Services**(During construction on, over,  
under, or adjacent to the track.)

|                                   |                                |                  |
|-----------------------------------|--------------------------------|------------------|
| Labor:                            | Flagging Foreman               |                  |
|                                   | 30 days @ 215.00 per day=      | 6,450            |
|                                   | (based on working 8 hours/day) |                  |
| Labor Additive:                   |                                | 11,985           |
| Travel Expenses, Meals & Lodging: |                                |                  |
|                                   | 30 days @ \$100/day=           | 3,000            |
| Rental Vehicle                    | 0 months @ \$950/month=        | 0                |
| <b>NET TOTAL - ITEM D</b>         |                                | <b>\$ 21,435</b> |

**ITEM E - Communications Changes**

|                           |  |             |
|---------------------------|--|-------------|
| Material:                 |  | 0           |
| Labor:                    |  | 0           |
| Purchase Services:        |  | 0           |
| Subsistence:              |  | 0           |
| Additive:                 |  | 0           |
| <b>NET TOTAL - ITEM E</b> |  | <b>\$ -</b> |





**EXHIBIT C**

03-Sep-14

Detailed Estimate for Grade Crossing Warning Devices

City/State: HUNTSVILLE, AL  
 MilePost: 355-A  
 State Proj. No.:  
 S&E Proj. No.: 01.0049  
 Man Days: 270

Road: GREENBRIER RD.  
 DOT/AAR: 980236R  
 County: LIMESTONE  
 File Number: 061-01.0314

| <b>***Purchases - Others***</b>                                   |                     |
|-------------------------------------------------------------------|---------------------|
| Meals and Lodging:                                                | \$36,288.00         |
| Rental of Equipment:                                              | \$37,800.00         |
| (2 Trucks, 1 Backhoe w/ Trailer<br>and 1 Pipe-Pusher for 45 Days) |                     |
| Construction Supervision Vehicle:                                 | \$6,754.71          |
| <b>Purchases - Other Total:</b>                                   | <b>\$80,842.71</b>  |
| <b>***Material And Additives***</b>                               |                     |
| Material Cost:                                                    | \$141,984.00        |
| Sales and Use Tax:                                                | \$7,099.00          |
| Material Handling Freight:                                        | \$7,099.18          |
| <b>Material Total:</b>                                            | <b>\$156,182.18</b> |
| <b>***Labor And Additives***</b>                                  |                     |
| Labor Cost:                                                       | \$75,600.00         |
| (6 man crew at \$1,680.00 a day for: 45 days)                     |                     |
| Payroll Tax & Overheads:                                          | \$100,427.04        |
| Preliminary Engineering:                                          | \$19,147.36         |
| Construction Supervision:                                         | \$21,341.88         |
| <b>Labor Total:</b>                                               | <b>\$218,516.28</b> |
| <b>Project Cost:</b>                                              | <b>\$453,541.17</b> |
| <b>Scrap / Salvage Credit:</b>                                    | <b>\$0.00</b>       |
| <b>Project Total:</b>                                             | <b>\$453,541.00</b> |

Estimated on: 03-Sep-14

Estimated by: n5s2v

**Estimate valid for 1 year from date of estimate**



**EXHIBIT C**

**Norfolk Southern Railway  
Highway Crossing Signalization Program - Material List**

Do not substitute items without permission from S & E Engineering

|                                                             |                      |
|-------------------------------------------------------------|----------------------|
| <b>City:</b>                                                | <b>HUNTSVILLE</b>    |
| <b>Road:</b>                                                | <b>GREENBRIER RD</b> |
| <b>Mile Post:</b>                                           | <b>355-A</b>         |
| <b>Drawing Number:</b>                                      | <b>SE7748P</b>       |
| <b>State Project Number:</b>                                |                      |
| <b>County:</b>                                              | <b>LIMESTONE</b>     |
| <b>A A R Number:</b>                                        | <b>980236R</b>       |
| <b>Project Number:</b>                                      | <b>01.0049</b>       |
| <b>File Number:</b>                                         | <b>081-01.0314</b>   |
| <b>New File Number:</b>                                     | <b>CX0108508</b>     |
| <b>WBS:</b>                                                 | <b>F-01578</b>       |
| <b>Store Number:</b>                                        |                      |
| <b>Supervisor:</b>                                          | <b>B.J. CRABTREE</b> |
| <b>Tax Code:</b>                                            | <b>0100</b>          |
| <b>Vendor to supply the following copies after pricing:</b> |                      |
| 1 Set - Material Management with original Invoice           |                      |
| 2 Sets - with plans shipped in car with material            |                      |
| 1 Set - S&E Gen. Supt. Construction w/copy of Invoice       |                      |

Location: HUNTSVILLE **EXHIBIT C** AL S&E Proj. No.: 01.0048 AFE No.: F-01576 Drawing No.: SE7748P  
 Store No.: P.O. Number: Date Required: Date Shipped: Vendor: Siemens Rail Automation

| Qty. | Class-Item-CD | UI | Price per Item | Total Price | Item Description                                                                                                             | Quantity Shipped | Quantity Installed |       |      | Quantity Returned (Credit) | Special Instructions |
|------|---------------|----|----------------|-------------|------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-------|------|----------------------------|----------------------|
|      |               |    |                |             |                                                                                                                              |                  | Date               | Quan. | Date |                            |                      |
| 3    | 670-360893-4  | EA | \$6.65         | \$18.85     | AAR/DOT NUMBER PLATE/DECAL, ORDER 3 PER PROJECT. 60 DAY LEAD TIME. SUPPLIED BY STRAN.                                        |                  |                    |       |      |                            |                      |
| 1    | 185-006505-4  | EA | \$1,075.23     | \$1,075.23  | AC SERVICE, COMPLETE LESS METER BASE, ASSEMBLED ON 30' POLE                                                                  |                  |                    |       |      |                            |                      |
| 4    | 670-520486-4  | EA | \$34.01        | \$136.04    | ARC SUPPRESSOR WITH DIODE, SAFETRAN PART# 8A289, BAKELITE BASE 022612-X. USE WITH SSCCII                                     |                  |                    |       |      |                            |                      |
| 23   | 670-118241-4  | EA | \$25.01        | \$575.23    | ARRESTOR, LIGHTNING HEAVY DUTY CLEAR VIEW SAFETRAN 022585-1X                                                                 |                  |                    |       |      |                            |                      |
| 1    | 670-204127-4  | EA | \$15.57        | \$15.57     | BASE, LIGHTNING ARRESTOR SAFETRAN 022485-23X 3 POST PORCELAIN                                                                |                  |                    |       |      |                            |                      |
| 31   | 105-002620-4  | EA | \$302.42       | \$9,375.02  | BATTERY, NICAD 340AH, MODEL SPL340                                                                                           |                  |                    |       |      |                            |                      |
| 2    | 670-503047-4  | EA | \$183.15       | \$366.30    | BELL, CROSSING ELECTRONIC GENERAL SIGNAL, EB-3-380-5 CR 02-04360                                                             |                  |                    |       |      |                            |                      |
| 2    | 670-005125-4  | EA | \$7.24         | \$14.48     | BLOCK, TERMINAL BAKELITE FOR MOUNTING LIGHTING ARRESTOR EQUALIZER OR RESISTANCE UNIT                                         |                  |                    |       |      |                            |                      |
| 4    | 670-980889-4  | EA | \$75.48        | \$301.92    | BRACKET HIGH WIND, (RIGID 3), WIG- 181036, WALRUS TUSK TYPE                                                                  |                  |                    |       |      |                            |                      |
| 4    | 670-561375-4  | EA | \$1,208.79     | \$4,835.16  | BRACKET, GATE SAVER, NEG385102GS, SPRING LOADED SWING AWAY ADAPTER FOR FIBERGLASS/ALUMINUM GATES, USE WITH GATE 38' AND LESS |                  |                    |       |      |                            |                      |
| 1    | 670-356849-4  | EA | \$90.00        | \$90.00     | CABLE, 10' GENERATOR HOOK UP, SERRMI P/N 40524. FEMALE CONNECTOR                                                             |                  |                    |       |      |                            |                      |
| 500  | 485-839422-4  | LF | \$2.82         | \$1,460.00  | CABLE, UG 12 CONDUCTOR NO 14 AWG SOLID EACH CONDUCTOR WITH 5/84 IN INSULATION 10 MIL                                         |                  |                    |       |      |                            |                      |
| 450  | 485-292882-4  | LF | \$1.48         | \$670.50    | CABLE, UG 2-6 TWISTED, 8-23 OKONITE 113-12-3833 SOLID TINNED CONDUCTOR                                                       |                  |                    |       |      |                            |                      |
| 500  | 485-292828-4  | LF | \$4.12         | \$2,060.00  | CABLE, UG 8 COND. NO. 8 AWG SOLID COPPER CABLE TO MEET NS CORP. SPEC. FOR SIGNAL                                             |                  |                    |       |      |                            |                      |
| 350  | 485-791835-4  | FT | \$3.55         | \$1,242.50  | CABLE, UG AC ENTRANCE 3C#6-7X OKONITE FMPP-L 084-078 TR WVG 1 X 8 7X W010 BRZ TAPE 600V PRODUCT CODE 208-11-8070             |                  |                    |       |      |                            |                      |
| 1    | 670-009120-4  | EA | \$3,745.32     | \$3,745.32  | CANTILEVER, WT/F ARM 20' WWALKWAY KIT SAFETRAN #071284-20NS2                                                                 |                  |                    |       |      |                            |                      |

APPROVED BY STATE \_\_\_\_\_ APPROVED BY RAILROAD \_\_\_\_\_ CAR NUMBER \_\_\_\_\_ SEAL NUMBER \_\_\_\_\_

Location: HUNTSVILLE      **EXHIBIT C**      AL      S&E Proj. No.: 01.0049      AFE No.: F-01678      Drawing No.: SE7748P  
 Store No.:      P.O.Number:      Date Required:      Date Shipped:      Vendor: Siemens Rail Automation

| Qty | Class-Item-CD | UI | Price per Item | Total Price | Item Description                                                                                                                                                                                                                                               | Quantity Shipped | Quantity Installed Date | Quantity Installed Date | Quantity Installed Date | Quantity Returned (Credit) | Special Instructions |
|-----|---------------|----|----------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|-------------------------|-------------------------|----------------------------|----------------------|
| 1   | 670-003874-4  | EA | \$597.80       | \$597.80    | CHARGER, BATTERY LaMARCHE 40AMP, 12V (DIM: 14"W X 12"D X 12"H) LPN:A75R-40-12-AB1                                                                                                                                                                              |                  |                         |                         |                         |                            |                      |
| 1   | 105-917143-4  | EA | \$19.87        | \$19.87     | CHARGER, WALL MOUNTING BRACKET FOR CRAGG ETC-12V 20, 30, 40 & 60 AMP                                                                                                                                                                                           |                  |                         |                         |                         |                            |                      |
| 120 | 165-544477-4  | FT | \$2.81         | \$313.20    | CONDUIT, 4"x10' PVC, SCHEDULE 80 BELL CONNECTOR AT ONE END, 1/2 PT. GLUE IN KIT 670-123289-4                                                                                                                                                                   |                  |                         |                         |                         |                            |                      |
| 2   | 670-664817-4  | EA | \$89.11        | \$180.22    | CONNECTOR KIT, WELDED FAR RAIL, CONSISTING OF RUBBER HOSE PROPERLY DRILLED, BONDSTRAND, 1 SPLICING SLEEVE, 1 REDUCING SLEEVE, 3 CLAMPS, 1 TRACK CLIP, 1 WEB WELDED TRACK CONNECTOR, 1 WELD METAL, SAFETLAN 111359-2X                                           |                  |                         |                         |                         |                            |                      |
| 2   | 670-832820-4  | EA | \$79.89        | \$159.38    | CONNECTOR KIT, WELDED NEAR RAIL, CONSISTING OF RUBBER HOSE PROPERLY DRILLED, BONDSTRAND, SPLICING SLEEVE, 1 REDUCING SLEEVE, 5 CLAMPS, 1 TRACK CLIP, 1 WEB WELDED TRACK CONNECTOR, 1 WELD METAL, SAFETLAN 111359-1X                                            |                  |                         |                         |                         |                            |                      |
| 4   | 670-783404-4  | EA | \$1,211.18     | \$4,844.84  | COUNTERWEIGHT PKAGE, 17-24" GATE S'TRAN S- MECH ONLY, STAINLESS, TO INCLUDE HUB, SUPPORT ARMS                                                                                                                                                                  |                  |                         |                         |                         |                            |                      |
| 10  | 670-760012-4  | EA | \$44.32        | \$443.20    | COVER, FOR 1 WAY FLASHING LIGHT ASSY. 18 OZ. BLACK VINYL COATED NYLON TO COVER 2 LAMPS                                                                                                                                                                         |                  |                         |                         |                         |                            |                      |
| 1   | 670-886850-4  | EA | \$354.27       | \$354.27    | DISPOSAL, CONSTRUCTION DEBRIS AND CLEANING X'ING EQUIPMENT CONTAINER                                                                                                                                                                                           |                  |                         |                         |                         |                            |                      |
| 1   | 670-000004-4  | EA | \$700.00       | \$700.00    | FCC LICENSE FOR MONITOR/RADIO                                                                                                                                                                                                                                  |                  |                         |                         |                         |                            |                      |
| 2   | 670-744831-4  | EA | \$3,172.00     | \$6,344.00  | FOUNDATION, CFLS FOR SAFETLAN MODEL "WT/F" ARMS 12' TO 30' SINGLE MAST, DIXIE# DP4B-SM12-28-4, 5'10" CR 02-208902                                                                                                                                              |                  |                         |                         |                         |                            |                      |
| 4   | 670-015231-4  | EA | \$599.40       | \$2,397.60  | FOUNDATION, DIXIE, S-2 GATE 28"X28"X56" ASSEMBLED                                                                                                                                                                                                              |                  |                         |                         |                         |                            |                      |
| 4   | 670-005377-4  | EA | \$338.00       | \$1,352.00  | GATE ARM, (FOR LEDS) ALUMINUM, 17-24 FT. ARM ASSEMBLY, INCLUDES GATE GUARD FOR GATE LIGHT CABLE. HIGH INTENSITY VERTICAL STRIPES.                                                                                                                              |                  |                         |                         |                         |                            |                      |
| 1   | 670-674402-4  | EA | \$30,488.41    | \$30,488.41 | GCP4000 - 1 TRK (ZTC) - REDUNDANT - 40/60 AMP WIRED RACK EQUIP. FOR 6X8 X'ING SHELTER, (INCL. 2 TRK CHASSIS A80485, 2 TRK MODS A80418, 2-SSCC A80405, 2 CPU A80403, 1 SEAR A80410, 1 DISPLAY A80407, 1 TRANS MOD A80468, 1-40 & 1-80 AMP CHARGER) IPN: 003131- |                  |                         |                         |                         |                            |                      |

APPROVED BY STATE      APPROVED BY RAILROAD      CAR NUMBER      SEAL NUMBER

Wednesday, September 03, 6:16 AM  
3014

Location: HUNTSVILLE      **EXHIBIT C**      AL      S&E Proj. No.: 01 0048      AFE No.: F-01578      Drawing No.: SE7748P  
 Store No.:      P.O.Number:      Date Required:      Date Shipped:      Vendor: Siemens Rail Automation

| Qty. | Class-Item-CD | UI | Price per Item | Total Price | Item Description                                                                                                                                                                | Quantity Shipped | Quantity Installed |      |      | Quantity Returned (Credit) | Special Instructions |
|------|---------------|----|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|------|------|----------------------------|----------------------|
|      |               |    |                |             |                                                                                                                                                                                 |                  | Date               | Date | Date |                            |                      |
| 1    | 870-477891-4  | EA | \$410.00       | \$410.00    | KIT, GROUNDING ASSY FOR AL 1/8 INCLUDES 3 GRD RDS, 200#4 WIRE, 12 4 WIRE ONE-SHOTS. ERICO SBK208                                                                                |                  |                    |      |      |                            |                      |
| 1    | 870-123288-4  | EA | \$381.54       | \$381.54    | KIT, HARDWARE SUPPLIES REQUIRED X'ING P'CKAGES. WEB CONNECTORS FOR SHUNT(BEA) TAPE, AMPS, PGUM PAINT, SLEEVES, TAGS, GLUE, 100 EA WHITE TAGS, JNE CAN BLUE MARKING PAINT ETC... |                  |                    |      |      |                            |                      |
| 4    | 870-082155-4  | EA | \$160.00       | \$640.00    | LAMP ASSY, LED GATE ARM KIT (INCLUDES 3 LAMPS COMPLETE WITH CABLES AND MTG. HARDWARE) REC #: 8288-1120                                                                          |                  |                    |      |      |                            |                      |
| 2    | 870-005054-4  | EA | \$821.25       | \$1,642.50  | LAMP ASSY, LED, 12" MAST 1 WAY FRONT LIGHTS (IPN: 042003-L489XNS)                                                                                                               |                  |                    |      |      |                            |                      |
| 4    | 870-005057-4  | EA | \$882.08       | \$3,528.20  | LAMP ASSY, LED, 4" CANT JURY ARM MAST (FRONT OR BACK) (IPN: 042003-L001534)                                                                                                     |                  |                    |      |      |                            |                      |
| 4    | 870-005086-4  | EA | \$959.37       | \$3,837.48  | LAMP ASSY, LED, 5" MAST 1 WAY BACK LIGHTS (IPN: 042003-L001483)                                                                                                                 |                  |                    |      |      |                            |                      |
| 23   | 870-440828-4  | EA | \$1.80         | \$43.70     | LINK, SAFETRAK 024620-1X INSL TESTING COMP 1 IN CENTER SIGNAL CIRCUITS CR 02-288882                                                                                             |                  |                    |      |      |                            |                      |
| 6    | 256-590880-4  | EA | \$17.52        | \$105.12    | LOCK, AMERICAN LOCK MODEL H-10KA KEYED ALIKE TO PRIVATE KEYWAY D458 AND STAMPED "NS SIG"                                                                                        |                  |                    |      |      |                            |                      |
| 2    | 870-179911-4  | EA | \$4,280.00     | \$8,560.00  | MAST, 12" CANTILEVER, FOR 12'-20' WT/F ARMS, INCL LADDER KIT (IPN: 071271-20NS)                                                                                                 |                  |                    |      |      |                            |                      |
| 4    | 870-837775-4  | EA | \$1,325.00     | \$5,300.00  | MAST, 5" ALUMINUM 13'10" WITH DOUBLE JCT. BOX BASE STRAN P# 070818-11AX                                                                                                         |                  |                    |      |      |                            |                      |
| 4    | 870-875080-4  | EA | \$2,586.32     | \$10,385.28 | MECHANISM, GATE MODEL S-80, WITH DEFROSTER, WITHOUT MINI TRACKSIDE SENSOR STRAN # 0740007-X002A3                                                                                |                  |                    |      |      |                            |                      |
| 4    | 870-000001-4  | EA | \$726.23       | \$2,904.92  | MISC. EXPENSE, MATERAIL/FILL                                                                                                                                                    |                  |                    |      |      |                            |                      |
| 3    | 000-000000-4  | EA | \$5,000.00     | \$15,000.00 | MISC. EXPENSE, UNDERGROUND BORING                                                                                                                                               |                  |                    |      |      |                            |                      |
| 12   | 210-863404-4  | EA | \$4.38         | \$52.56     | NUT, RACO 408-1 SAFETRAK PART NO. 023408-1X INSULATED CR 02-316121                                                                                                              |                  |                    |      |      |                            |                      |
| 2    | 870-001355-4  | EA | \$74.00        | \$148.00    | PACKAGE, HARDWARE SIGN 12 IN. (USE WITH WT/F MAST) MOUNTING, SERRMI A1250-5, HARMON @180004/0007,                                                                               |                  |                    |      |      |                            |                      |
| 2    | 870-001347-4  | EA | \$57.10        | \$114.20    | PACKAGE, HARDWARE SIGN 5 IN. MOUNTING, SERRMI A1250-5, HARMON @200865-000, OR                                                                                                   |                  |                    |      |      |                            |                      |

APPROVED BY STATE      APPROVED BY RAILROAD      CAR NUMBER      SEAL NUMBER

Location: HUNTSVILLE      **EXHIBIT C**      AL      S&E Proj. No.: 01.0049      AFE No.: F-01578      Drawing No.: SE7748P  
 Store No.:      P.O.Number:      Date Required:      Date Shipped:      Vendor: Siemens Rail Automation

| Qty. | Class-Item-CD | UI | Price per Item | Total Price | Item Description                                                                                                                                                        | Quantity Shipped | Quantity Installed |       |      | Quantity Returned (Credit) | Special Instructions |
|------|---------------|----|----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-------|------|----------------------------|----------------------|
|      |               |    |                |             |                                                                                                                                                                         |                  | Date               | Quan. | Date |                            |                      |
| 1    | 285-846807-4  | EA | \$31.19        | \$31.19     | PADLOCK, SAFETRAM PART NO. 030399-29X SCREW TYPE FOR CIR CONTROLLER AND BTY. BOX                                                                                        |                  |                    |       |      |                            |                      |
| 1    | 670-644144-4  | EA | \$219.68       | \$219.68    | PANEL, SAFETRAM# 81042-18 CABLE TERMINATION PANEL WITH 18 STRAPPED AAR TERMINALS                                                                                        |                  |                    |       |      |                            |                      |
| 1    | 165-018489-4  | EA | \$183.81       | \$183.81    | PROTECTOR, 28VDC LPC 10583-1                                                                                                                                            |                  |                    |       |      |                            |                      |
| 1    | 165-902002-4  | EA | \$287.48       | \$287.48    | PROTECTOR, SURGE 120/240VAC, ERICO P/N EPD120/240TDFL                                                                                                                   |                  |                    |       |      |                            |                      |
| 4    | 465-002899-4  | EA | \$22.24        | \$88.96     | REEL, CABLE DISPOSABLE FOR CROSSING SIGNAL PACKAGES                                                                                                                     |                  |                    |       |      |                            |                      |
| 1    | 670-385044-4  | EA | \$18.35        | \$18.35     | RELAY, POTTER & BRUMFIELD 240VAC KUP14A18, POWER OFF LIGHT, W/BASE, W/ 2 CLIPS, SAFETRAM T18608-K                                                                       |                  |                    |       |      |                            |                      |
| 4    | 670-780827-4  | EA | \$30.16        | \$120.64    | RESISTOR ADJUSTABLE 0.63 OHM MINIMUM RESIST 0.068-OHM, ITEM 248 S-500 SAFETRAM P/N 028802-1X                                                                            |                  |                    |       |      |                            |                      |
| 2    | 435-805880-4  | EA | \$2.78         | \$5.56      | SAND, 25LB BAG FOR CABLE ENTRANCE INTO THE SHELTER                                                                                                                      |                  |                    |       |      |                            |                      |
| 1    | 670-113448-4  | EA | \$910.23       | \$910.23    | SEARIII ( VHFc w/ANTENNA ) - VHF COMMUNICATOR, SAFETRAM P/N A80278, 1/ PER CROSSING                                                                                     |                  |                    |       |      |                            |                      |
| 1    | 670-749325-4  | EA | \$228.97       | \$228.97    | SHELF, FOLDING, FOR LAPTOP USE IN FARADAY 6X8 SHELTER, SAFETRAM 052852-128X                                                                                             |                  |                    |       |      |                            |                      |
| 1    | 670-755523-4  | EA | \$8,744.78     | \$8,744.78  | SHELTER, 8'X8' ALUMN FARADAY W/EA EQUIPMENT RACK, W/CABLE CHUTES BEHIND TERMINAL BOARD, W/GEN RECEPTICAL, BREAKER BOX GFI OUTLET FOR LAPTOP SHELF SAFETRAM 058400-88-85 |                  |                    |       |      |                            |                      |
| 1    | 670-471572-4  | EA | \$3.48         | \$3.48      | SHIELD, GROUND SERRMI P/N 81278 FOR GROUNDING A RH 4 POST TERMINAL BLOCK DIRECTLY TO FARADAY SHIELD                                                                     |                  |                    |       |      |                            |                      |
| 1    | 670-472200-4  | EA | \$3.48         | \$3.48      | SHIELD, GROUND SERRMI PART NO. 81278 FOR GROUNDING A LH 4 POST TERMINAL BLOCK DIRECTLY TO FARADAY SHIELD                                                                |                  |                    |       |      |                            |                      |
| 2    | 670-588967-4  | EA | \$42.98        | \$85.96     | SHUNT COVER W/LAG SCREWS, 18"X18", SERRMI #40271, ORDER 1 PER SHUNT                                                                                                     |                  |                    |       |      |                            |                      |
| 1    | 670-652773-4  | EA | \$480.98       | \$480.98    | SHUNT, MULTI-FREQ. #82775-1543 SAFETRAM NARROW BAND                                                                                                                     |                  |                    |       |      |                            |                      |
| 1    | 670-775381-4  | EA | \$490.08       | \$490.08    | SHUNT, MULTI-FREQ. #82780-1543 SAFETRAM NARROW BAND-LOW LOADING                                                                                                         |                  |                    |       |      |                            |                      |
| 4    | 670-397239-4  | EA | \$40.23        | \$160.92    | SIGN CROSSING MALFUNCTION ASSEMBLY FOR 12" MAST, SAFETRAM #T17216                                                                                                       |                  |                    |       |      |                            |                      |

APPROVED BY STATE      APPROVED BY RAILROAD      CAR NUMBER      SEAL NUMBER

Location: HUNTSVILLE      **EXHIBIT C**      AL      S&E Proj. No.: 01.0048      AFE No.: F-01978      Drawing No.: SE7748P  
 Store No.:      P.O.Number:      Date Required:      Date Shipped:      Vendor: Siemens Rail Automation

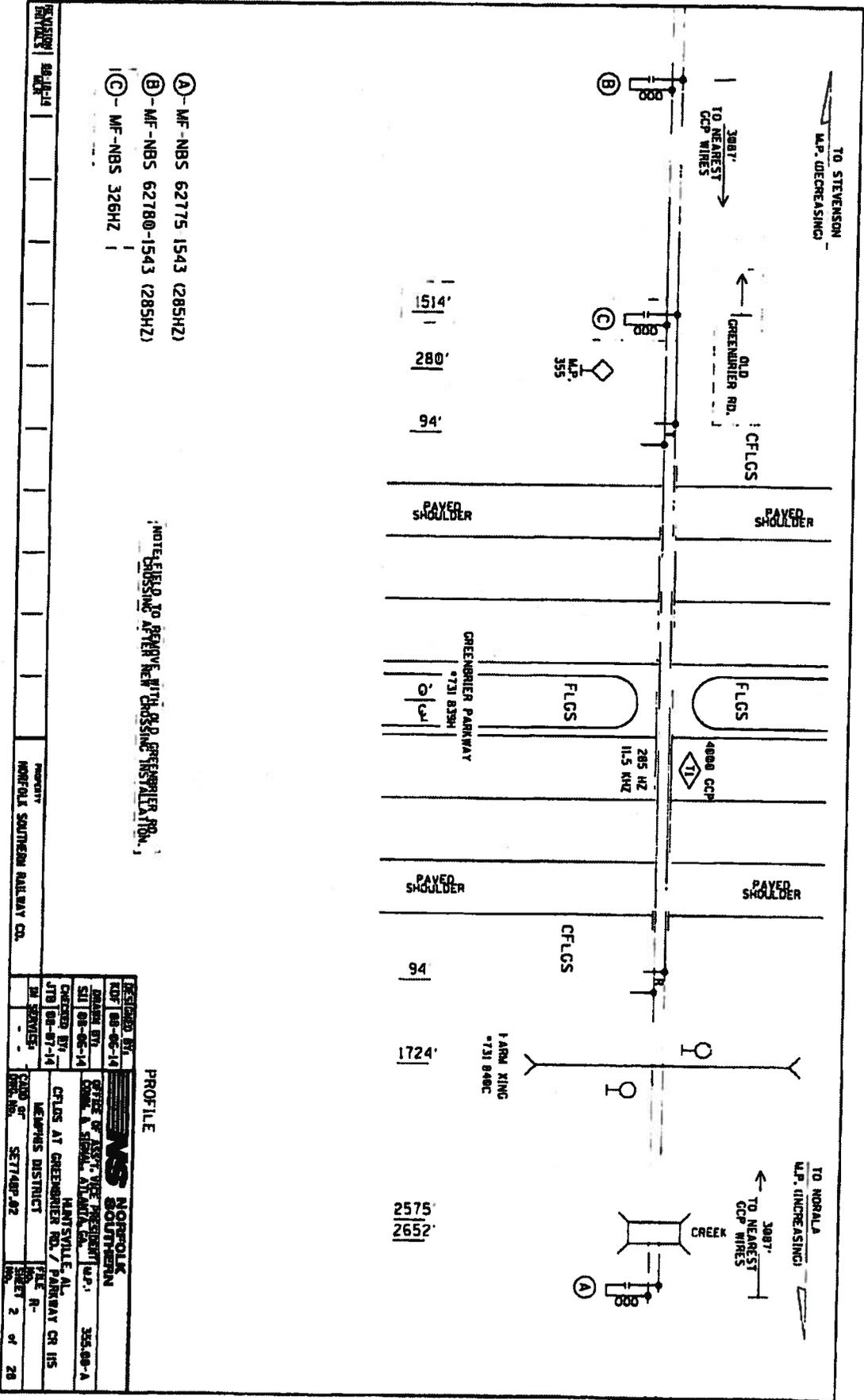
| Qty. | Class-Item-CD | UI | Price per Item | Total Price | Item Description                                                                            | Quantity Shipped | Quantity Installed |      |      | Quantity Returned (Credit) | Special Instructions |
|------|---------------|----|----------------|-------------|---------------------------------------------------------------------------------------------|------------------|--------------------|------|------|----------------------------|----------------------|
|      |               |    |                |             |                                                                                             |                  | Date               | Date | Date |                            |                      |
| 2    | 670-016348-4  | EA | \$143.38       | \$286.76    | SIGN, X-BUCK, HI-INTENSIVE REFLECTIVE FRT. & BACK FOR ALL STATES, SAFETRAN# 038200-91X      |                  |                    |      |      |                            |                      |
| 1    | 670-330382-4  | RL | \$18.06        | \$18.06     | TAPE, THOR 3" DURATEC, ORANGE 1000' LENGTHS. "WARNING STOP DIGGING"                         |                  |                    |      |      |                            |                      |
| 38   | 670-478860-4  | EA | \$20.86        | \$740.18    | TERMINAL BLOCK, ERICO 4 POST P/N B2700A2C1VH W/HARDWARE LESS LIGHTNING ARRESTOR             |                  |                    |      |      |                            |                      |
| 2    | 670-007238-4  | EA | \$118.65       | \$237.30    | UNIT, THE INSTALLATION AND WIRING OF A DEVICE WHICH REQUIRE A MINIMUM OF FOUR WIRE CONNECT- |                  |                    |      |      |                            |                      |

Total Material: \$141,983.83

APPROVED BY STATE      APPROVED BY RAILROAD      CAR NUMBER      SEAL NUMBER



EXHIBIT C



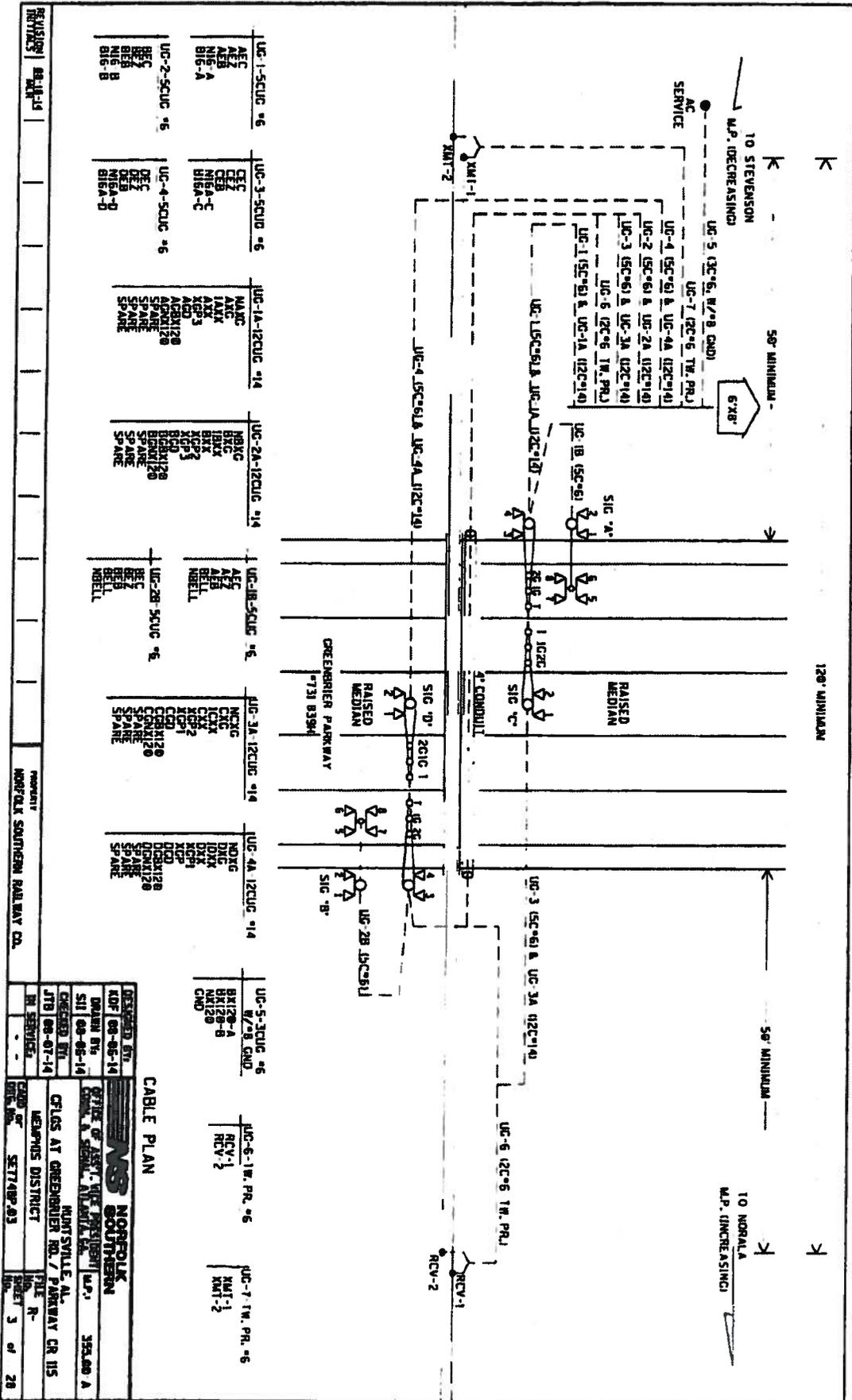
- (A) - MF-NBS 62775 1543 (285HZ)
- (B) - MF-NBS 62780-1543 (285HZ)
- (C) - MF-NBS 326HZ

NOTE FIELD TO REMOVE WITH OLD GREENRIER RD. CROSSING AFTER NEW CROSSING INSTALLED FROM.

PROPERTY NORFOLK SOUTHERN RAILWAY CO.

|               |              |              |              |
|---------------|--------------|--------------|--------------|
| DESIGNED BY   | KDF 08-06-14 | CHECKED BY   | JTB 08-07-14 |
| DRAWN BY      | SLL 08-06-14 | DATE         | 08-07-14     |
| SCALE         | AS SHOWN     | PROJECT      | SE7748P-02   |
| NO. OF SHEETS | 2            | TOTAL SHEETS | 2            |

EXHIBIT C



|             |          |               |              |
|-------------|----------|---------------|--------------|
| DESIGNED BY | DATE     | NO. OF SHEETS | TOTAL SHEETS |
| KOP         | 08-05-14 | 1             | 1            |
| DRAWN BY    | DATE     | NO. OF SHEETS | TOTAL SHEETS |
| SII         | 08-05-14 | 1             | 1            |
| CHECKED BY  | DATE     | NO. OF SHEETS | TOTAL SHEETS |
| JTB         | 08-07-14 | 1             | 1            |
| IN SERVICE  | DATE     | NO. OF SHEETS | TOTAL SHEETS |
|             |          |               |              |

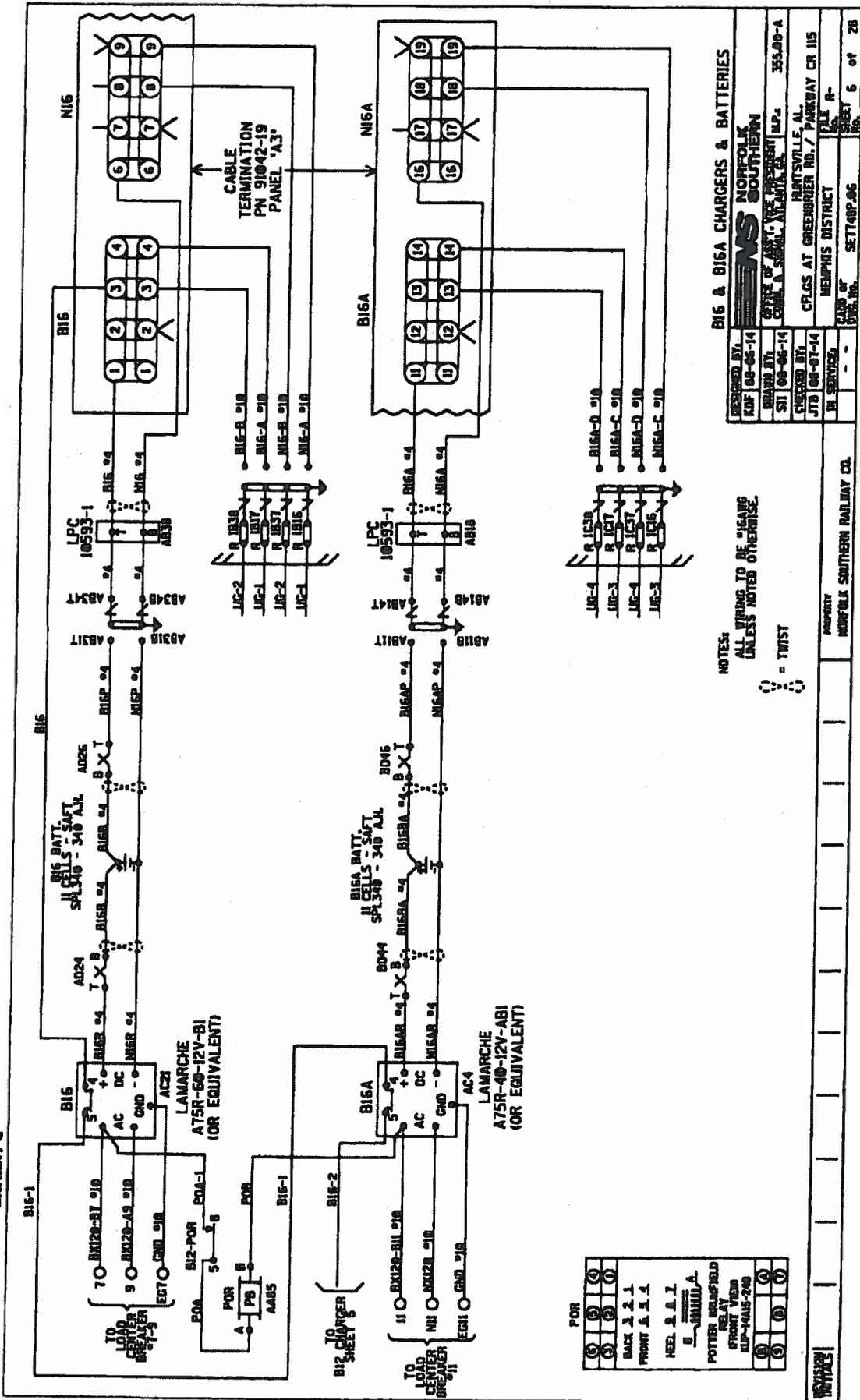
CABLE PLAN

**NORFOLK SOUTHERN**  
 353.600 A  
 WINDSVILLE AL.  
 FLAGS AT CRENSHIER PKY PARKWAY CR 115  
 SHEET 3 of 28





EXHIBIT C



BIG & BIGA CHARGERS & BATTERIES

|              |                  |
|--------------|------------------|
| DESIGNED BY: | NORFOLK SOUTHERN |
| DATE:        | 08-06-14         |
| REVISION:    | 08-06-14         |
| CHECKED BY:  | 08-06-14         |
| DATE:        | 08-06-14         |
| BY:          | 08-06-14         |
| PROJECT:     | MEMPHIS DISTRICT |
| FILE #:      | SET740P.06       |
| SHEET:       | 6 of 28          |

NOTES:  
ALL WIRING TO BE "HAND" UNLESS NOTED OTHERWISE.  
⊗ = TWIST

|                        |   |   |   |   |
|------------------------|---|---|---|---|
| FOR                    | ① | ② | ③ | ④ |
| BACK                   | 2 | 2 | 1 |   |
| FRONT                  | 2 | 2 | 1 |   |
| HEEL                   | 2 | 2 | 1 |   |
| POTTER BRUNSFELD RELAY | ① | ② | ③ | ④ |
| FRONT VIEW             | ① | ② | ③ | ④ |
| REP-1415-240           | ① | ② | ③ | ④ |

PROPERTY NORFOLK SOUTHERN RAILWAY CO.

EXHIBIT C

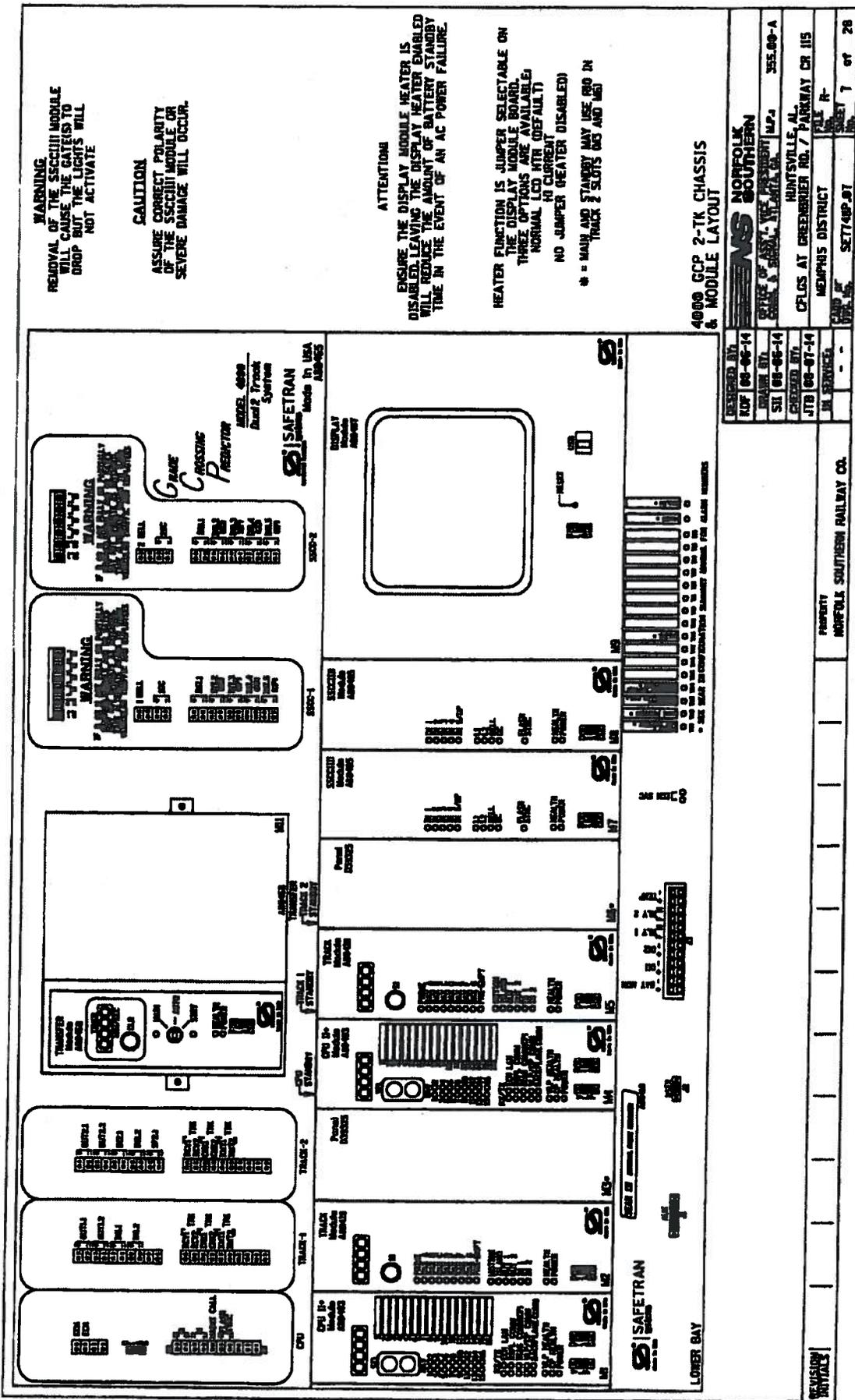
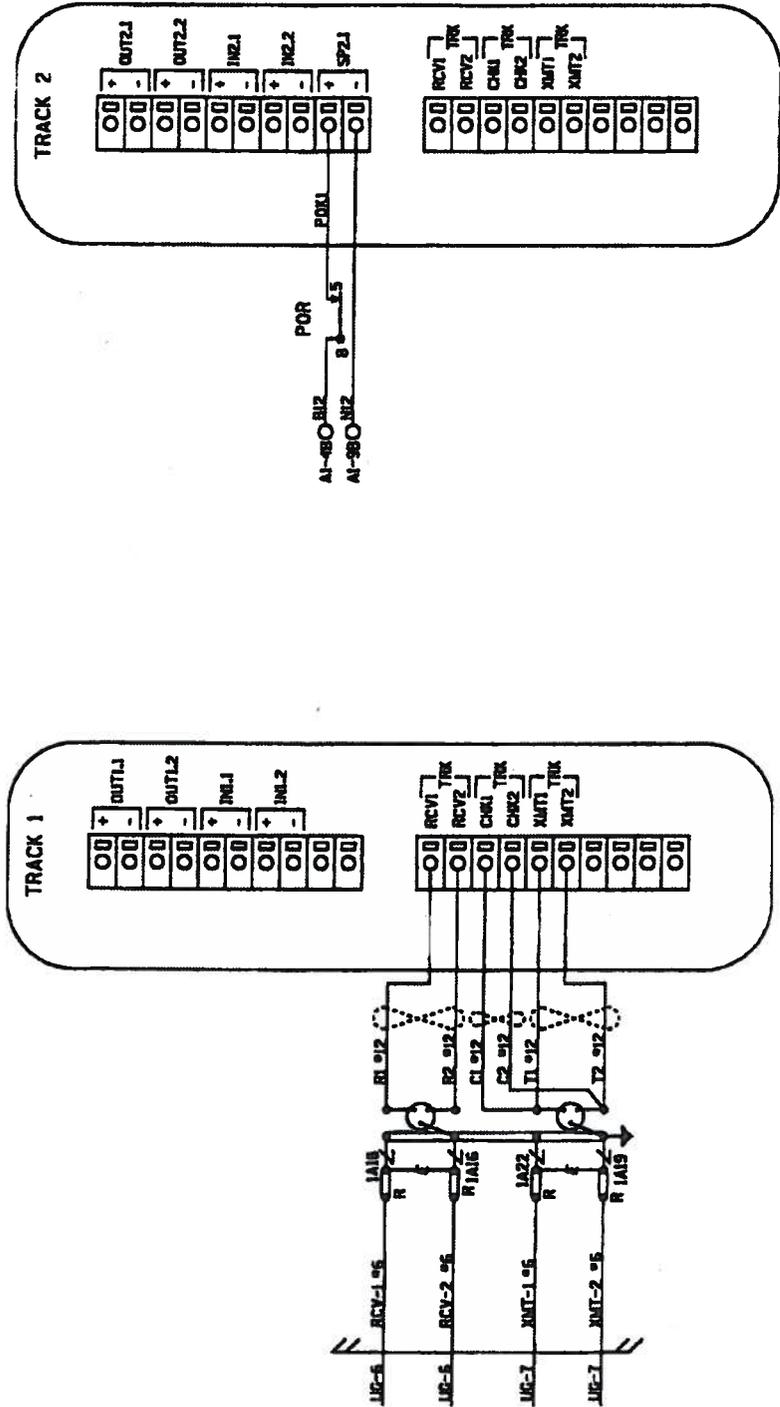






EXHIBIT C



CONNECTORS FOR TRACK MODULES

|              |                                                          |
|--------------|----------------------------------------------------------|
| DESIGNED BY: | KDF 09-06-14                                             |
| DRAWN BY:    | OFFICE OF ASST. VICE PRESIDENT<br>FOR A SIGNAL AT 177.00 |
| CHECKED BY:  | SII 09-06-14                                             |
| JTB 09-07-14 | MEMPHIS DISTRICT                                         |
| IN SERVICE:  | MEMPHIS DISTRICT                                         |
| FILE NO.:    | SET74BP.10                                               |
| SHEET NO.:   | 10 of 28                                                 |

NOTE: ALL WIRING TO BE FIGURED UNLESS NOTED OTHERWISE.

○ = TWIST

PROVIDED BY:  
NORFOLK SOUTHERN RAILWAY CO.

**NORFOLK SOUTHERN**  
OFFICE OF ASST. VICE PRESIDENT  
FOR A SIGNAL AT 177.00  
MEMPHIS DISTRICT  
MEMPHIS DISTRICT  
SET74BP.10



**EXHIBIT C**

| SITE SET UP PROCEDURE    |                     | LED DISPLAY |
|--------------------------|---------------------|-------------|
| FUNCTION                 |                     |             |
| DATE/TIME                |                     |             |
| AUTOMATIC DST ADJUSTMENT | YES                 |             |
| TIME ZONE                | CEN                 |             |
| SITE NAME                | GREENBRIER RD.      |             |
| MILEPOST                 | 355.00-A            |             |
| DOT #                    | 75038H              |             |
| TESTER TYPE              | CROSSING            |             |
| DATE FORMAT              | MM-DD-YYYY          |             |
| TEMP FORMAT              | FAHRENHEIT          |             |
| INDICATE HOLD (SEC)      | 0                   |             |
| INDICATE REFRESH (SEC)   | 60                  |             |
| SITE ATCS                | 7.550.003.052.03.01 |             |
| SITE TYPE                | NO COMMUNICATION    |             |
| OFFICE ATCS ADDRESS      | 2.55R.00.0000       |             |
| PRIMARY HOP ADDR         | 7.0RR.LLL.GCC.XX.XX |             |
| BACKUP HOP ADDR 1        | 7.0RR.LLL.GCC.XX.XX |             |
| BACKUP HOP ADDR 2        | 7.0RR.LLL.GCC.XX.XX |             |
| POLL ID                  | 1                   |             |
| MODE                     | GEN/ATCS            |             |
| WAMS XID                 | DISABLED            |             |
| OFFICE COMM DEVICE       | MEM BECHLON         |             |
| RADIO ATCS ADDR          | 7.0RR.LLL.GCC.04.01 |             |
| PHONE #                  | (OFFICE NUMBER)     |             |
| INIT STRING              | NONE                |             |
| FIELD COMM DEVICE        | 57600               |             |
| USER PORT BAUD           | 0                   |             |
| USER PORT DATA BITS      | NONE                |             |
| USER PORT PARITY         | NONE                |             |
| USER PORT STOP BITS      | 1                   |             |
| USER PORT FLOW CONTROL   | NONE                |             |
| AUX PORT BAUD            | 9600                |             |
| AUX PORT DATA BITS       | 0                   |             |
| AUX PORT PARITY          | NONE                |             |
| AUX PORT STOP BITS       | 1                   |             |
| AUX PORT FLOW CONTROL    | NONE                |             |

| CONTROL SYSTEM CONFIGURATION MENU QUESTIONS |  | SELECT FROM MENU OPTION |
|---------------------------------------------|--|-------------------------|
| RESET NAMES AND MODULES?                    |  | YES                     |
| RAILROAD NUMBER                             |  | 959                     |
| CROSSING CONFIGURATION                      |  | NORMAL                  |
| AND 1 USED AS XRT?                          |  | YES                     |
| AND 2 USED AS XRT?                          |  | NO                      |
| AND 3 USED AS XRT?                          |  | NO                      |
| AND 4 USED AS XRT?                          |  | NO                      |
| AND 5 USED AS XRT?                          |  | NO                      |
| AND 6 USED AS XRT?                          |  | NO                      |
| AND 7 USED AS XRT?                          |  | NO                      |
| AND 8 USED AS XRT?                          |  | NO                      |
| XR CONTROLLED BY FOREIGN RR                 |  | NO                      |
| ENTRANCE GATES                              |  | 4                       |
| RSX VOLTAGE RELAY OUT                       |  | YES                     |
| GATES CONTROLLED BY FOREIGN RR              |  | YES                     |
| BATTERY BANKS                               |  | 3                       |
| BATTERY MON USED                            |  | NO                      |
| PREEMPTION                                  |  | NO                      |
| INTERNAL CROSSING CONTROLLERS               |  | 2                       |
| EXTERNAL CROSSING CONTROLLERS               |  | 0                       |
| VHF COMMUNICATOR                            |  | YES                     |
| DTMF ACTIVATION                             |  | 839                     |
| ACTIVATION CODE                             |  | 60                      |
| ACTIVATION TIMEOUT (SECONDS)                |  | 0                       |
| IL00 MODULES                                |  | 0                       |
| ANY LED BULBS USED                          |  | YES                     |
| VHF VOICE CHANNEL                           |  | 2                       |
| VHF DATA CHANNEL                            |  | 2                       |
| USE CELL MODEM                              |  | NO                      |
| NON-CRITICAL FEATURE                        |  | NO                      |

| PROGRAM MENU QUESTIONS | PROGRAM |
|------------------------|---------|
| EDIT DIGITAL INPUTS    | NO      |
| EDIT BATTERIES         | NO      |
| EDIT RELAYS            | NO      |
| EDIT INDICATOR LEDS    | NO      |
| EDIT TEST LEDS         | NO      |
| EDIT IL00 SENSORS      | NO      |
| EDIT VHF SETTINGS      | NO      |
| GCMR ATCS SUBNODE      | 16      |

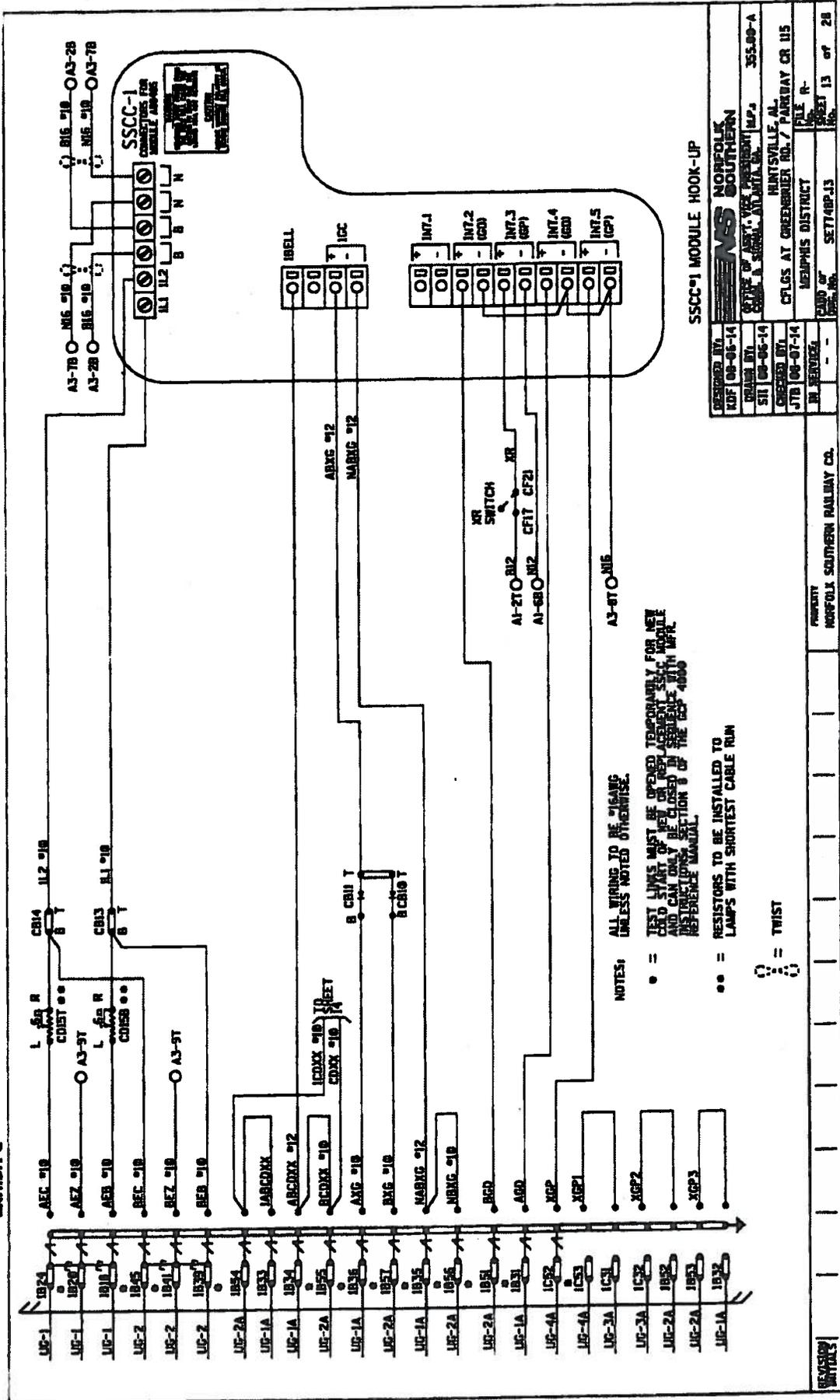
NOTES:  
 \* = DISPLAYED IF CROSSING CONFIGURATION IS SPLIT GATE.  
 \*\* = IF SITE TYPE = NO COMMUNICATION,  
 \*\*\* = THESE SETTINGS SHOULD BE LEFT  
 \*\*\*\*\* = USE LAST 3 NUMBERS FROM DOT NUMBER.  
 \*\*\*\*\* = IF IL00 MODULE '0'.

**SEAR III PROGRAMMING SETUP**

|                              |                                                                        |
|------------------------------|------------------------------------------------------------------------|
| RESERVED DTA<br>RDP 00-00-14 | NORFOLK<br>SOUTHERN                                                    |
| DRIVER DTA<br>SD 00-00-14    | STATE OF ASST. VICE PRESIDENT [MP] 355.00-A<br>ECON. & SEAS. AT 012.00 |
| CHECKED DTA<br>JTB 00-01-14  | CFLGS AT GREENBRIER RD. / PARKWAY CR 115<br>HUNTSVILLE, AL             |
| IN SERVICE                   | MEMPHIS DISTRICT                                                       |
| FILE #                       | SETT40P.12                                                             |
| SHEET #                      | 12 of 28                                                               |

TO CUSTOMER SEAR/PRESS SITE SETUP DEL.  
 USE ARROW KEYS TO MAKE SELECTION.  
 PRESS ENTER AFTER SELECTION HAS BEEN MADE.

EXHIBIT C



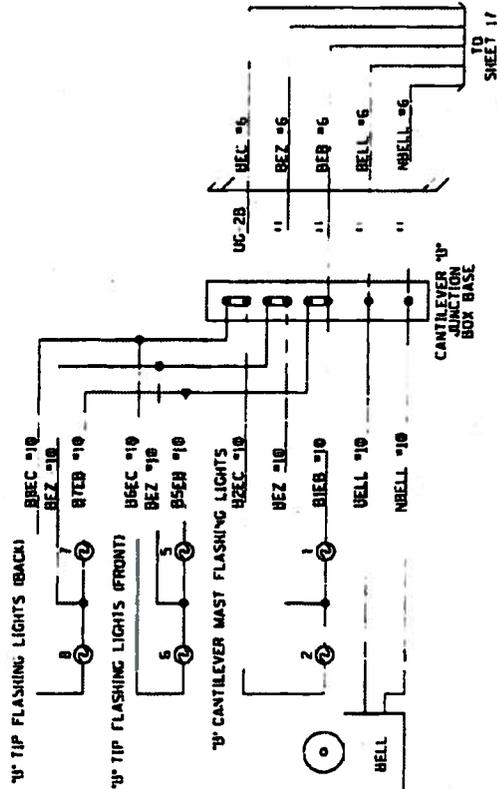
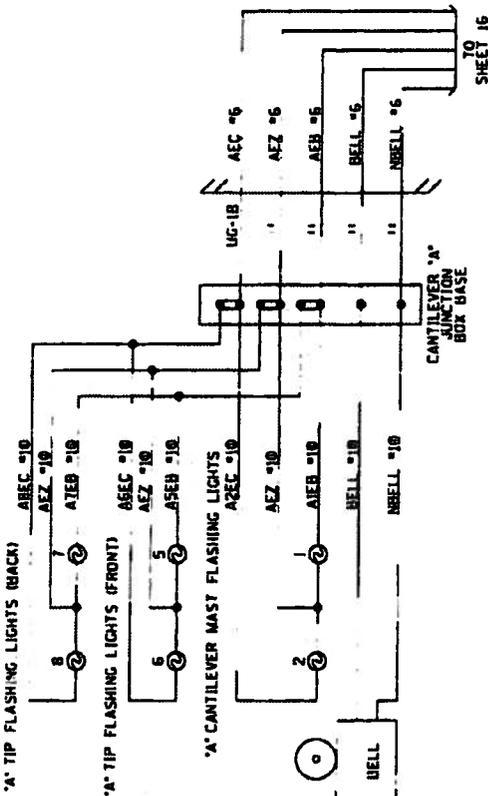
SSCC-1 MODULE HOOK-UP

|             |                                     |
|-------------|-------------------------------------|
| DESIGNED BY | NS NORFOLK SOUTHERN                 |
| DATE        | 08-08-14                            |
| DESIGNED BY | OFFICE OF ASST. VICE PRESIDENT M.P. |
| DATE        | 08-06-14                            |
| DESIGNED BY | PRINTSVILLE, AL                     |
| DATE        | 08-07-14                            |
| IN SERVICE  | MEMPHIS DISTRICT                    |
| FILE NO.    | SET74BP13                           |
| SHEET       | 13 of 28                            |

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.



EXHIBIT C

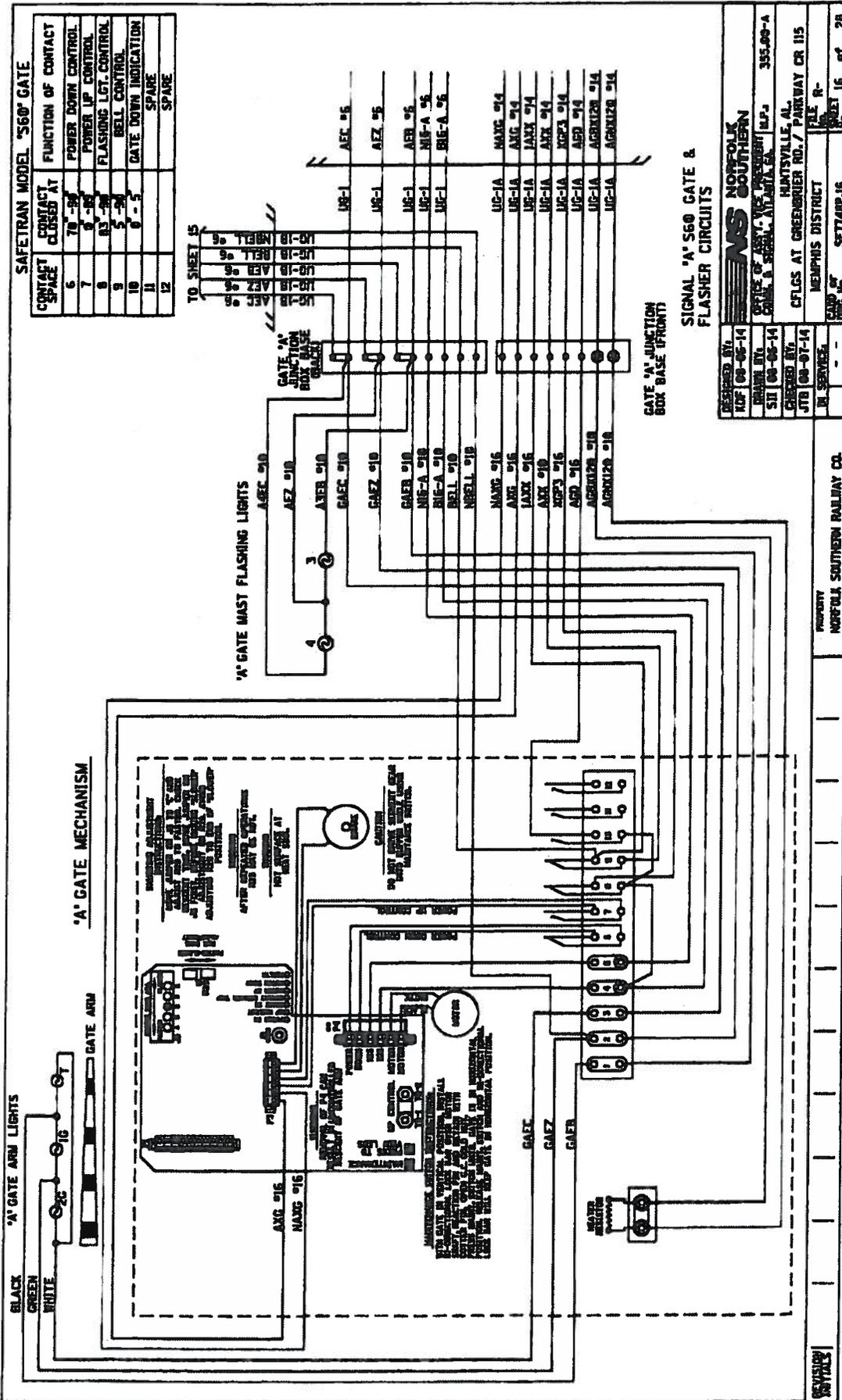


CANTILEVER FLASHER LIGHTS

|                             |                                                                              |
|-----------------------------|------------------------------------------------------------------------------|
| DESIGNED BY<br>RDF 06-06-14 | <b>NORFOLK SOUTHERN</b>                                                      |
| CREATED BY<br>SJI 06-08-14  | OFFICE OF ASST. VICE PRESIDENT M.P.<br>CONWAY, A. SHERMAN, JR. M.A. 355.00-A |
| CHECKED BY<br>JTB 06-07-14  | MOUNTAINVILLE, AL<br>CFLOS AT GREENBRIER RD. / PARKWAY CR 115                |
| IN SERVICE                  | MEMPHIS DISTRICT<br>FILE R-                                                  |
|                             | CARD OR<br>RTRG. No. SET74BP-15<br>SHEET 15 of 28                            |

|          |                              |
|----------|------------------------------|
| PROPERTY | NORFOLK SOUTHERN RAILWAY CO. |
|----------|------------------------------|

EXHIBIT C



DESIGNED BY: NCF 08-05-14  
 DRAWN BY: NCF 08-05-14  
 CHECKED BY: JTB 08-07-14  
 IN SERVICE: -

**NORFOLK SOUTHERN**  
 OFFICE OF ASST. VICE PRESIDENT  
 CHIEF & SENIOR ELECTRICAL ENGR.  
 HUNTSVILLE, AL.  
 CFLGS AT GREENBERG RD. / PARKWAY CR 115

FILE #:  
 MEMPHIS DISTRICT  
 SET740P.06  
 SHEET 16 of 28

PROPERTY  
 NORFOLK SOUTHERN RAILWAY CO.





EXHIBIT C

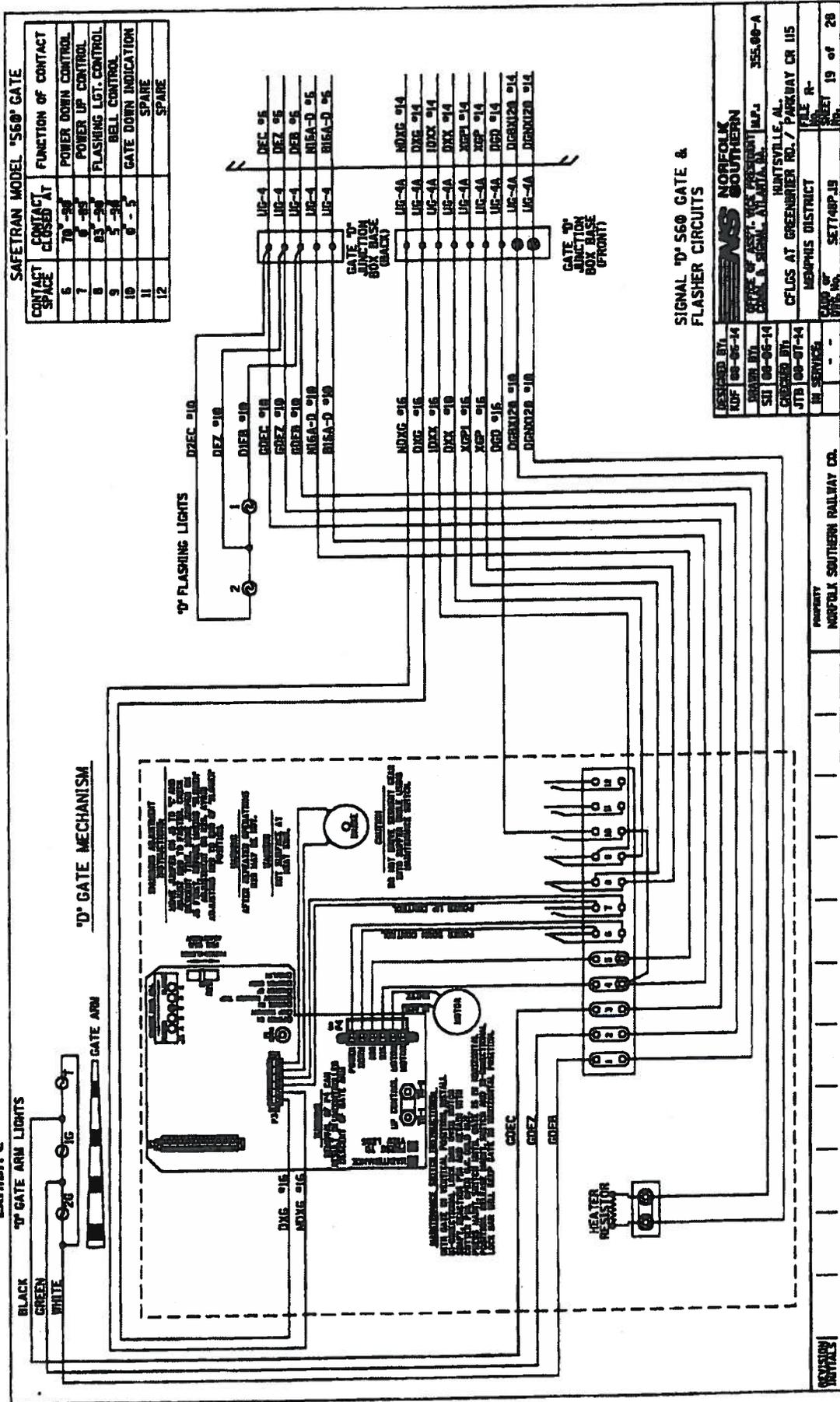
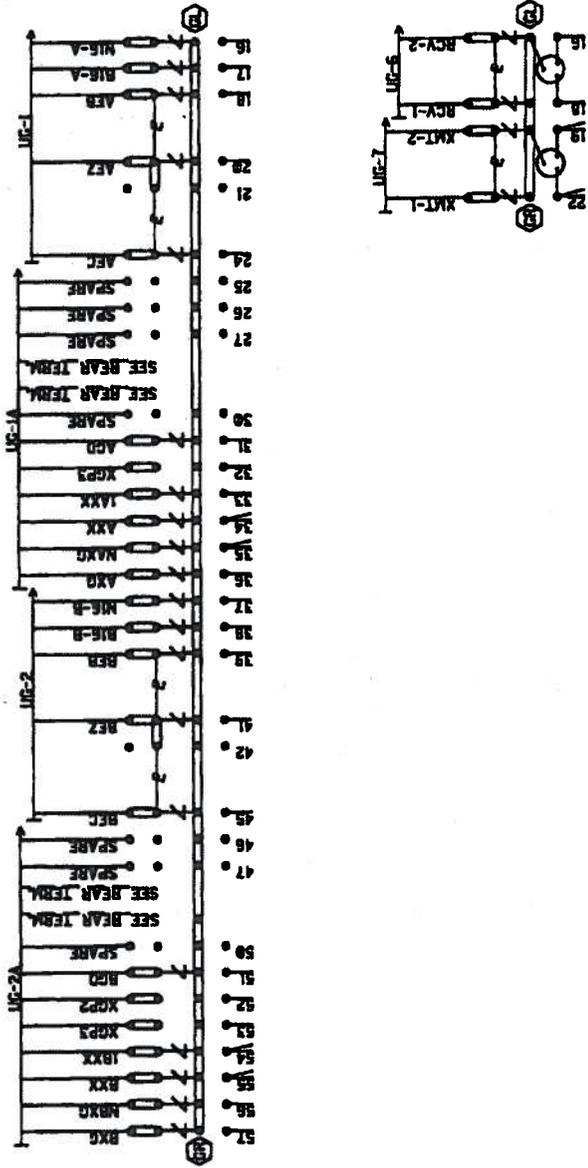


EXHIBIT C

LEFT TWO ROWS TERMINAL BOARD : '1A'



NOTE: INSTALL TEST LINKS ON ALL TRACK WIRES AND ON ALL LOW VOLTAGE UNDERGROUND CABLE TERMINATIONS.

- E- = Heavy Duty Equalizer
- Clear View
- Lighting Master
- 622585-00
- LTC-48568-01

SEE FARADAY SHIELD DETAILS - 1A & 1B FOR HOW THIS PORTION OF THE FARADAY SHIELD IS PREDRILLED. ONLY INSTALL AND USE THE TERMINALS NEEDED.

TERMINALS PROVIDED TO SHIELD. 4 POSTS MUST BE EITHER 1/4" OR 3/8" DIA. USE OF 1/4" OR 3/8" DIA. PART NO. 211-1.

BACKBOARD 1A & 1B

|              |                                          |  |  |
|--------------|------------------------------------------|--|--|
| DESIGNED BY  | NORFOLK SOUTHERN                         |  |  |
| LOF 00-06-14 |                                          |  |  |
| DRAWN BY     | NORFOLK SOUTHERN                         |  |  |
| SET 00-06-14 | HUNTSVILLE, AL.                          |  |  |
| CHECKED BY   | CFLOS AT GREENBRIER NO. 7 PARKWAY CR B15 |  |  |
| JTB 00-07-14 | MEMPHIS DISTRICT                         |  |  |
| IN SERVICE   | FILE NO.                                 |  |  |
|              | SET 7/8P 20                              |  |  |
|              | SHEET 20 of 20                           |  |  |

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

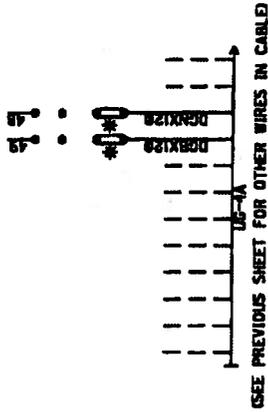
REVISIONS



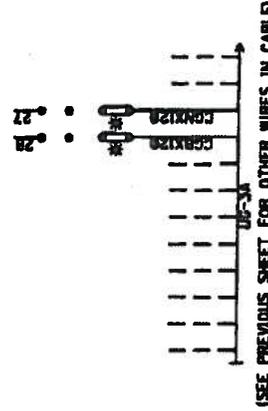


EXHIBIT C

REAR OF RIGHT ROW TERMINAL BOARD 1



(SEE PREVIOUS SHEET FOR OTHER WIRES IN CABLE)



(SEE PREVIOUS SHEET FOR OTHER WIRES IN CABLE)

NOTE: ALL 120VAC AND ABOVE WILL BE WIRED TO THE REAR OF FARADAY BACKBOARD. INSULATED NUTS MUST BE USED ON ALL TERMINALS.

\* = CLOSED DURING WINTER MONTHS

REAR BACKBOARD 1C

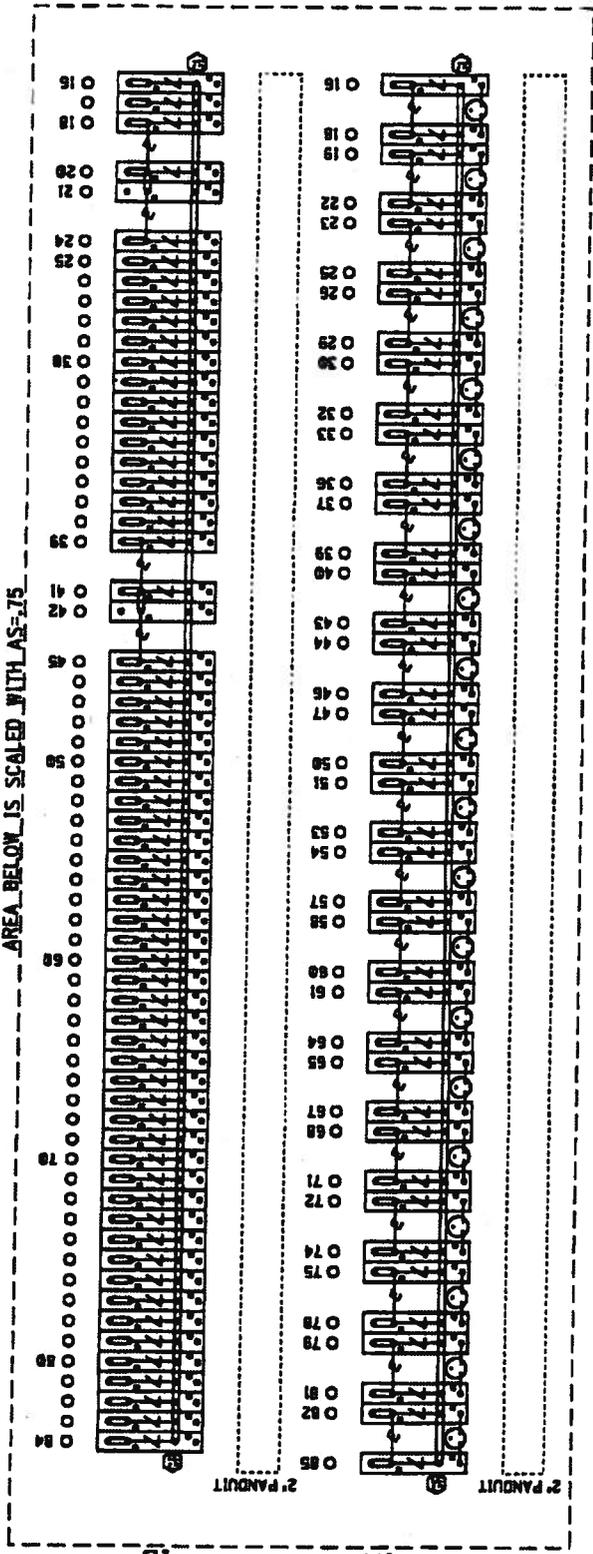
|                              |                                                                |
|------------------------------|----------------------------------------------------------------|
| DESIGNED BY:<br>JDF 08-06-14 | <b>NORFOLK SOUTHERN</b>                                        |
| DRAWN BY:<br>SJI 08-06-14    | OFFICE OF ASST. VICE PRESIDENT<br>COMM. & SIGNAL, ATLANTA, GA. |
| CHECKED BY:<br>JTB 08-07-14  | HUNTSVILLE, AL                                                 |
| IN SERVICE:                  | CFLOS AT GREENBERG RD., PARKWAY CR 115                         |
|                              | MEMPHIS DISTRICT                                               |
|                              | FILE #:                                                        |
|                              | DRW. NO. SC7748P-23                                            |
|                              | SHEET 23 of 29                                                 |

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

**EXHIBIT C**

NOTE: IF THE FARADAY SHIELD WOULD EVER NEED TO BE DRILLED IN THE FIELD, PROPER PRECAUTIONS MUST BE TAKEN TO INSURE METAL SHAVINGS DO NOT GET INTO EXISTING TERMINALS/WIRES.

AREA BELOW IS SEALED WITH AS-75



TERMINAL BOARD 1  
LEFT HALF

- ⊖ = Heavy Duty Equalizer (622788-15)
- ⌄ = Clear View Lightning Arrestor (W22585-10)
- ⊗ = LPC-10558-51

THIS SHEET IS FOR REFERENCE ONLY. TO REFLECT HOW THE FARADAY SHIELD IS PREDRILLED. ONLY INSTALL AND USE THE TERMINALS NEEDED.

⊡ = INDICATES PLACEMENT OF PANDUIT

**FARADAY SHIELD 1A & 1B**

|                               |                                                    |                                  |
|-------------------------------|----------------------------------------------------|----------------------------------|
| DESIGNED BY<br>RDF (08-06-14) | <b>NORFOLK SOUTHERN</b>                            | FILE NO.<br>355.00-A             |
| DRAWN BY<br>STJ (08-06-14)    |                                                    | DATE OF ISSUE<br>08/14/14        |
| CHECKED BY<br>JTB (08-07-14)  | PROJECT<br>CFLCS AT GRENORIER NO. 7 PARKWAY CR 115 | FILE NO.<br>R-                   |
| IN SERVICE                    | DISTRICT<br>MEMPHIS DISTRICT                       | DATE OF THIS SHEET<br>SET740P.24 |

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

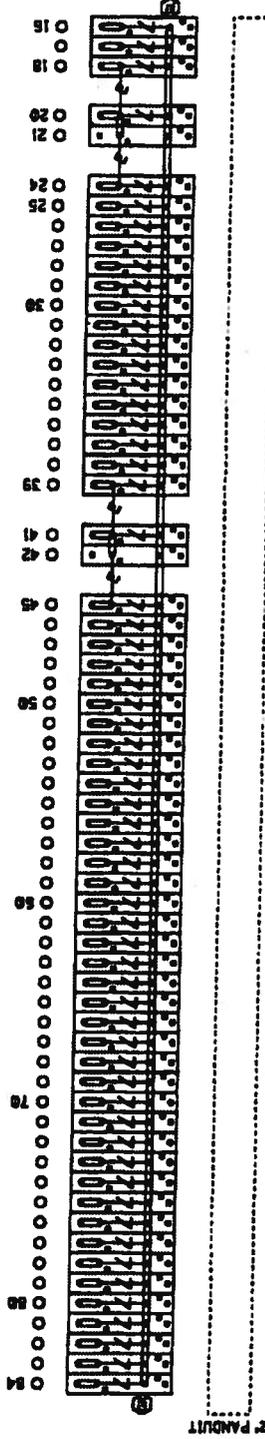
SHEET 24 of 28

EXHIBIT C

NOTE: IF THE FARADAY SHIELD WOULD EVER NEED TO BE DRILLED IN THE FIELD, PROPER PRECAUTIONS MUST BE TAKEN TO INSURE METAL SHAVINGS DO NOT GET INTO EXISTING TERMINALS/WIRES.

AREA BELOW IS SCALED WITH AS-175

TERMINAL BOARD 1  
RIGHT HALF



INDICATES PLACEMENT OF PANDUIT

THIS SHEET IS FOR REFERENCE ONLY. TO REFLECT HOW THE FARADAY SHIELD IS PREDRILLED, ONLY INSTALL AND USE THE TERMINALS NEEDED.

- ⊖ = Heavy Duty Equalizer (622766-10)
- ⊗ = Lightning Arrestor (622305-10)
- ⊙ = LPC-10660-51
- ⊕ = TERMINALS GROUNDED TO SHIELD. 4 POST BLOCKS USE EITHER CR - SERAMI PART NO. 61278 OR CL - SERAMI PART NO. 61278-1.

FARADAY SHIELD 1C

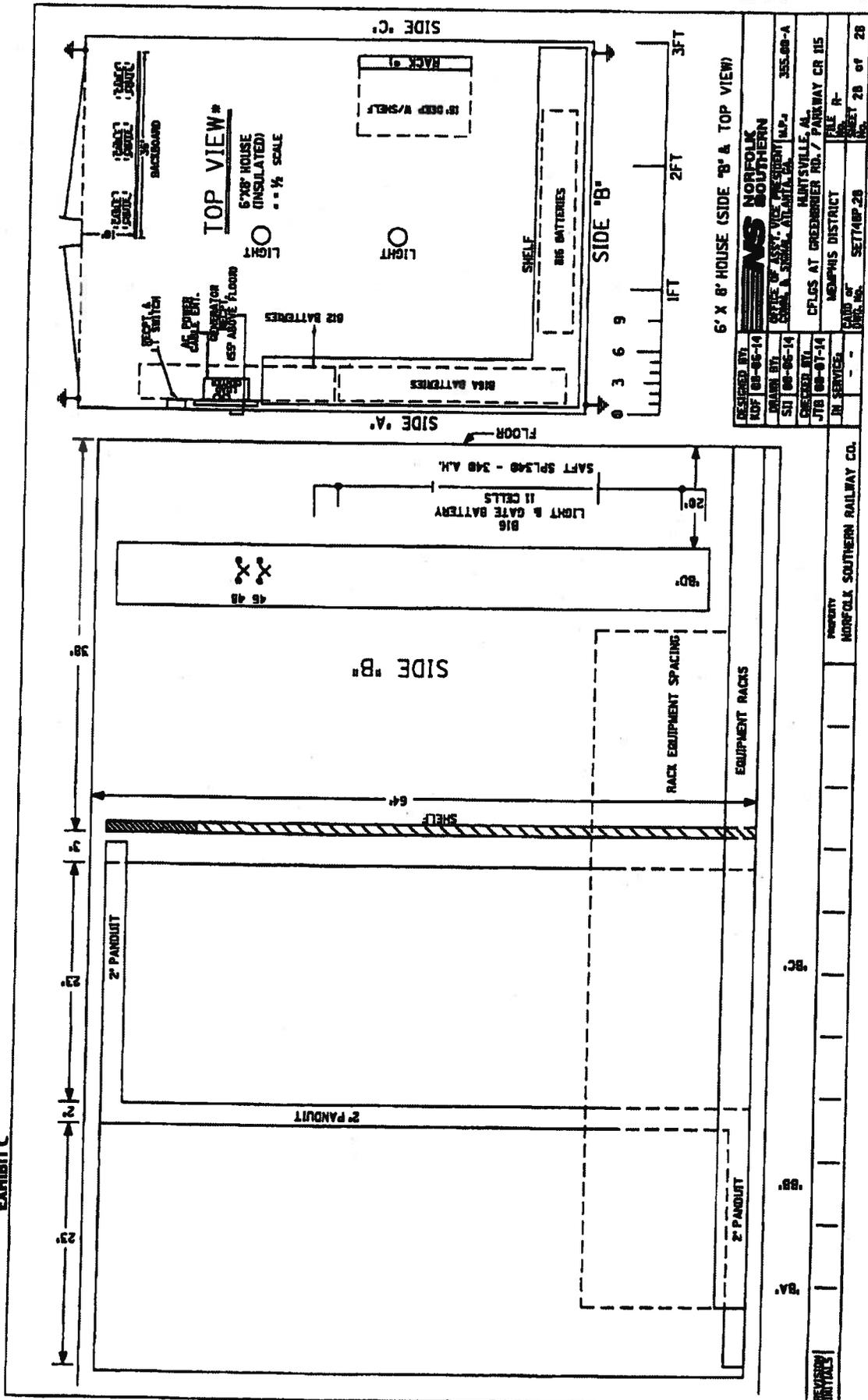
|                |                                           |
|----------------|-------------------------------------------|
| DESIGNED BY:   | NONFOLK SOUTHERN                          |
| NOF (08-06-14) |                                           |
| DRAWN BY:      | STATE OF ALA. VEE. PRESTON                |
| SDI (08-06-14) | MEMPHIS DISTRICT                          |
| CHECKED BY:    | HUNTSVILLE, AL.                           |
| JTB (08-07-14) | CELOS AT GREENBERGER RD. / PARKWAY CR 115 |
| IN SERVICE:    | MEMPHIS DISTRICT                          |
| NO. OF SHEETS  | 25 of 28                                  |
| DATE           | 05/28/15                                  |

PROPERTY  
NONFOLK SOUTHERN RAILWAY CO.





EXHIBIT C



PROPERTY

NORFOLK SOUTHERN RAILWAY CO.

8' 2" 8' 2" 8' 2" 8' 2"

EQUIPMENT RACKS

RACK EQUIPMENT SPACING

816 LIGHT B. GATE BATTERY 11 CELLS  
SAFT SPL5408 - 240 A.H.

SIDE 'B'

FLOOR

SIDE 'A'

SIDE 'C'

TOP VIEW #

6' X 8' HOUSE (INSULATED) - - 1/2" SCALE

TABLE (SHIELD) BACKBOARD

RECT. & SWITCH

AC POWER

GENERATOR

100% ABOVE FLOOR

B2 BATTERIES

LIGHT

LIGHT

SHELF

B16 BATTERIES

RACK #1

B16 BATT. W/SHELF

SIDE 'B'

3FT

2FT

1FT

0 3 6 9

EXHIBIT C

| SH. NO. | CONTENTS                               |
|---------|----------------------------------------|
| 1       | INDEX SHEET                            |
| 2       | LAYOUT                                 |
| 3       | PROFILE                                |
| 4       | CABLE PLAN                             |
| 5       | LOAD CENTER                            |
| 6       | B12 CHARGER & BATTERY                  |
| 7       | B16 & B16A CHARGERS & BATTERIES        |
| 8       | 4000 GCP 2-TK CHASSIS & MODULE LAYOUT  |
| 9       | 4000 GCP PROGRAMMING SETUP             |
| 10      | CONNECTORS FOR TRACK MODULES           |
| 11      | CPU MODULE, SEAR III & VHF HOOK-UPS    |
| 12      | SEAR III PROGRAMMING SETUP             |
| 13      | SSCC*1 MODULE HOOK-UP                  |
| 14      | SSCC*2 MODULE HOOK-UP                  |
| 15      | CANTILEVER FLASHER LIGHTS              |
| 16      | SIGNAL 'A' S60 GATE & FLASHER CIRCUITS |
| 17      | SIGNAL 'B' S60 GATE & FLASHER CIRCUITS |
| 18      | SIGNAL 'C' S60 GATE & FLASHER CIRCUITS |
| 19      | SIGNAL 'D' S60 GATE & FLASHER CIRCUITS |
| 20      | BACKBOARD 1A & 1B                      |
| 21      | REAR BACKBOARD 1A & 1B                 |
| 22      | BACKBOARD 1C                           |
| 23      | REAR BACKBOARD 1C                      |
| 24      | FARADAY SHIELD 1A & 1B                 |
| 25      | FARADAY SHIELD 1C                      |
| 26      | HOUSE SIDE C LAYOUT & RACK PLACEMENT   |
| 27      | HOUSE SIDE A LAYOUT                    |
| 28      | HOUSE SIDE B LAYOUT & TOP VIEW         |

INDEX SHEET

|                             |                                                                                                             |                  |
|-----------------------------|-------------------------------------------------------------------------------------------------------------|------------------|
| DESIGNED BY<br>JWF 08-06-14 |  <b>NORFOLK SOUTHERN</b> | 355.00-A         |
| DRAWN BY<br>SII 08-06-14    |                                                                                                             | FILE R-          |
| CHECKED BY<br>JTB 08-07-14  | STATE OF MISSISSIPPI<br>DEPARTMENT OF TRANSPORTATION<br>ATLANTA, GA                                         | HUNTSVILLE, AL   |
| IN SERVICE                  | CFLGS AT GREENER RD. / PARKWAY CR US                                                                        | MEMPHIS DISTRICT |
|                             | NO. SET740P_M01                                                                                             | SHEET 1 of 1     |

PROVISION  
DETAILS

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

**EXHIBIT C**

Norfolk Southern Railway Company

ALABAMA DIVISION

Mooresville, Limestone County, AL

ESTIMATE FOR CROSSING CONSTRUCTION (ASPHALT SURFACE)

Relocation of Greenbrier Road/Parkway from 354.17-A to 355.00-A

1 TRACK(S); 72 CROSSING LENGTH

| MATERIAL                                       | QUANTITY | UNIT     | UNIT COST | AMOUNT        |
|------------------------------------------------|----------|----------|-----------|---------------|
| SURFACE MATERIAL (RAIL SEAL)                   | 72       | TRK. FT. | 70.00     | 5,040         |
| ASPHALT (BY CONTRACTOR)                        | 109      | TONS     | 165.00    | 18,048        |
| RAIL, 140-LB RE                                | 160      | LIN FT.  | 23.00     | 3,680         |
| TRANSITION RAIL                                | 4        | EA.      | 1140.00   | 4,560         |
| INSULATED JOINTS                               | 0        | EA.      | 500.00    | 0             |
| RAIL ANCHORS                                   | 299      | EA.      | 1.50      | 448           |
| SPIKES                                         | 3.0      | KEG      | 115.00    | 345           |
| TIE PLATES                                     | 149      | EA.      | 12.00     | 1,792         |
| CROSSTIES (10')                                | 0        | EA.      | 75.00     | 0             |
| CROSSTIES (GRADE 5)                            | 75       | EA.      | 55.00     | 4,107         |
| BALLAST AND GRAVEL                             | 125      | TONS     | 25.00     | 3,125         |
| GEOTEXTILE                                     | 92       | LIN FT.  | 7.00      | 644           |
| THERMITE WELDS                                 | 4        | EA.      | 650.00    | 2,600         |
| ASPHALT (DISPOSAL)                             | 1        | LUMPS    | 5000.00   | 5,000         |
| TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES) |          |          |           | <u>51,858</u> |

**LABOR**

|                             |    |           |       |       |
|-----------------------------|----|-----------|-------|-------|
| REMOVE EXISTING CROSSING    | 50 | MAN HOURS | 25.00 | 1,250 |
| REHABILITATE TRK. STRUCTURE | 80 | MAN HOURS | 25.00 | 2,000 |
| INSTALL NEW CROSSING        | 80 | MAN HOURS | 25.00 | 2,000 |

|       |              |
|-------|--------------|
| TOTAL | <u>5,250</u> |
|-------|--------------|

**OTHER ITEMS**

|       |          |    |              |
|-------|----------|----|--------------|
| Rail  | -3.1 TON | 70 | (215)        |
| Scrap | -1.0 TON | 70 | (68)         |
|       |          |    | <u>(283)</u> |

|                                   |       |
|-----------------------------------|-------|
| COMPOSITE LABOR ADDITIVE (185.81) | 9,755 |
| EQUIPMENT RENTAL & TRANSPORTATION | 3,413 |

CONSTRUCTION ENGINEERING SERVICES AND INVOICE PREPARATION

0

|                                  |                 |
|----------------------------------|-----------------|
| TOTAL (TO BE BILLED TO THE CITY) | <u>\$69,983</u> |
|----------------------------------|-----------------|

ESTIMATE BASED ON TRAFFIC CONTROL AND BARRICADES BEING PROVIDED BY OTHERS, AND FULL CLOSURE OF ROAD. PAVING BY CONTRACTOR.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA

Date: 01/23/2015

File: CX0129641

**SUPPLEMENT TO GENERAL REQUIREMENTS  
FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

**GREENBRIER PARKWAY, PHASE III-B**

**PROJECT NO. 65-13-RD02**

**CITY OF HUNTSVILLE, ALABAMA**

## SUPPLEMENT TO GENERAL REQUIREMENTS

### 1. GENERAL

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

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

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (Instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

### 2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

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

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

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

### **3. QUANTITIES**

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

### **4. CHANGE ORDERS**

#### **(A) Changes in the Work**

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

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

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

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

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

#### **(B) Change of Contract Price.**

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

**(C) Change In the Contract Time.**

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

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

**(D) Time extension for abnormal weather conditions**

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

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

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

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

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

**5. MAINTAIN OFFICE**

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

**6. SUBCONTRACTORS**

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

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

## 7. BID BOND

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

## 8. N/A

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

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

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

## 10. LICENSES AND CLASSIFICATIONS

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

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

## 11. PERMITS

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

## 12. PAYMENT

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

**13. N/A**

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

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

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

**15. INCLUSIONS TO CONTRACT**

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

**16. COMMENCEMENT OF WORK**

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

**17. CONTRACT TIME**

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

**18. LIQUIDATED DAMAGES**

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

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

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

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

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

**19. STORAGE OF MATERIALS**

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

**20. TRAFFIC FLOW**

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

**21. TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

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

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

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

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

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

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

## **22. TERMINATION FOR CAUSE**

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

## **23. UNBALANCED BIDS**

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

## **24. ADDITIONAL INSURANCE REQUIREMENTS**

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

### **A. MINIMUM SCOPE OF INSURANCE**

#### **1. General Liability**

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

Commercial General Liability  
Products and Completed Operations  
Contractual Liability  
Personal Injury and Advertising Injury  
Explosion, Collapse and Underground Hazards (X.C. and U)  
Broad Form Property Damage Liability  
Severability of Interests  
Waiver of Subrogation  
Per Project Aggregate Limits

2. Professional Liability

Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

3. Automobile Liability

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

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the city shall be endorsed for all Worker's Compensation coverage.

5. Employers Liability Insurance

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

6. Umbrella (excess) Liability Insurance

7. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms. Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**B. MINIMUM LIMITS OF INSURANCE**

1. General Liability:

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

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

2. Railroads Protective

\$2,000,000 Each Occurrence

3. **Automobile Liability**

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

4. **Worker's Compensation**

As required by the State of Alabama Statute.

5. **Employers Liability**

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

6. **Umbrella (excess) Liability Insurance**

- a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.
- b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

7. **Professional Liability:**

Insurance may be made on a "claims-made" basis:

|             |                                 |
|-------------|---------------------------------|
| \$500,000   | Per Claim – Land Surveyors      |
| \$1,000,000 | Per Claim – Other Professionals |

**C. OTHER INSURANCE PROVISIONS**

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

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

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

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

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

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

2. **All Coverages**

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

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

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A-V.

**E. VERIFICATION OF COVERAGE**

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

**F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:**

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

**G. HOLD HARMLESS AGREEMENT**

**1. Other Than Professional Liability Exposures**

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

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

**25. DOMESTIC PREFERENCES**

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

**26. TIME IS OF THE ESSENCE**

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

## **27. NO DAMAGES FOR DELAYS**

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

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

## **28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

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

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

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

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

## **30. WARRANTIES**

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

## **31. COORDINATION WITH OTHER CONTRACTORS**

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

## **32. W-9 TAXPAYER FORM**

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

### 33. FINAL PAYMENT

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

#### LEGAL NOTICE (Header)

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

### 34. PROJECT COMPLETION DATE

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

### 35. RECORD DRAWINGS

#### POLICY FOR RECORD DRAWINGS

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

#### City Construction Projects:

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

#### Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929.

Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

#### Record Drawing Criteria, unless otherwise noted by City Engineer:

##### 1. Roadways:

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

**2. Sanitary Sewers:**

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

**3. Storm Drainage:**

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

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

- ii. Vertical location (to verify positive drainage)

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

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

**Checklist for review of record drawings:**

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

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

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

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

**36. LIEN WAIVERS**

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

**37. LOWEST RESPONSIBLE BIDDER**

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

**38. NON-RESIDENT BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**45. NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater.

An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department.

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

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

**46. DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

**47. SHOP DRAWINGS**

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

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

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

**48. E-VERIFY – NOTICE**

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

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

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

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

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

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

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

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

#### **50. SURVIVABILITY OF CONTRACT PROVISIONS**

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

#### **51. SURETY BONDS**

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

#### **52. GOVERNING LAW**

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

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

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

#### **54. SUCCESSORS AND ASSIGNS**

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

#### **55. WRITTEN NOTICE**

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

#### **56. RIGHTS AND REMEDIES**

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

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

#### **57. ENTIRE AGREEMENT**

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



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## GREENBRIER PARKWAY, PHASE III-B

Project No. 65-13-RD02

May 7, 2015

### Addendum #1

#### INSURANCE REQUIREMENTS REVISION:

The following section from the Specifications regarding insurance requirements for the project is revised by the additional requirement of - "\$6,000,000 Aggregate" under the Railroads Protective coverage:

**B. MINIMUM LIMITS OF INSURANCE**

**2. Railroads Protective**

**\$2,000,000 Each Occurrence**

**\$6,000,000 Aggregate**

**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.

**END OF ADDENDUM #1**

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# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **GREENBRIER PARKWAY, PHASE III-B**

**Project No. 65-13-RD02**

**May 12, 2015**

### **Addendum #2**

#### **Attachment "A" is amended as follows:**

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

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

#### **QUESTIONS FROM CONTRACTORS:**

1. Q. Will a stockpile area be available on each side of Old Highway 20 for excess soil, or will all excess soil have to go to the north side of Old Highway 20?
  - A. Stock pile area shall be north of the Norfolk Southern Railroad in an area as directed by project engineer.

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2. Q. Is there any building demolition included in this bid or is the city going to demo any structures that are in the ROW?
  - A. There are four structures to be removed north of Old Hwy 20, along the Greenbrier Parkway Phase III-B alignment. A lump sum line item to remove structures titled "Removal of Existing Structures" has been included in the bid quantities for the removal of the four structures.

**CLARIFICATIONS:**

- 1- Per statement in the project advertisement "No bidder may withdraw his bid within one hundred and twenty (120) days after the actual date of opening", the City reserves the right to issue the Notice to Proceed at any time during this time frame when the cut area north of the railroad tracks is cleared to be released to the awarded contractor for the Greenbrier Parkway, Phase III-B project.
- 2- No construction trailer is required.

**QUANTITIES REVISIONS:**

Additions: Item No. 114 – Removal of Existing Structures – 1 LS  
Item No. 115 – Mulching – 4 ACRES

**All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Acknowledgement of receipt of addenda is mandatory using Attachment "C" included in Specifications for the project and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

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

**END OF ADDENDUM #2**

## MANDATORY PRE-BID MEETING

PROJECT NAME: Greenbrier Parkway, Phase III-B  
PROJECT NUMBER: 65-13-RD02  
DATE: May 6, 2015  
PROJECT ENGINEER: Chris McNeese

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

|                    |                                         |
|--------------------|-----------------------------------------|
| Cindy Johnson      | Russo Corporation                       |
| Jamie Prater       | Shoals Electric                         |
| Tim Mayhall        | Reed Contracting                        |
| Chris Lovoy        | Reed Contracting                        |
| Jim Lannom         | Athens Utilities-Electric Department    |
| Al Stanley         | Stanley Construction                    |
| Greer Walker       | Wiregrass Construction                  |
| Victor Russell     | Sherman Dixie                           |
| Rusty Palmer       | Jordan Excavating                       |
| Mark Seeley        | Miller & Miller                         |
| Zachary Turner     | Garver                                  |
| Kendall Brown      | Garver                                  |
| Scott Leach        | Garver                                  |
| Steve Fowler       | City of Huntsville-Landscape Management |
| Bobby Simmons      | City of Huntsville-Landscape Management |
| Mary Hollingsworth | City of Huntsville-Engineering          |
| Penny Kelly        | City of Huntsville-Engineering          |
| Chris McNeese      | City of Huntsville-Engineering          |

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

Construct the Grade, Drain, Base, Pave and Traffic Signals for Greenbrier Parkway-Phase III-B, from south of Norfolk Southern Railway to Old Highway 20 for a distance of approx. 0.8 miles to include widening Old Highway 20 to a 5-lane curb and gutter section for a distance of approx. 0.6 miles.

**IMPORTANT NOTE:** A “Special Notice Regarding Insurance and Indemnification Requirements” is included in the Specifications for this project that includes additional requirements imposed through the Right-of-Way Permit Agreement with Norfolk Southern Railway Company which requires

acknowledgment of this statement by submitting Attachment "J" with the bid documents. Please read this statement carefully and submit Attachment "J" with the bid documents.

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

4. Discussed all Permits.

Contractor will be responsible for ADEM permit.

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

There are poles along Old Highway 20 that appear to be at the edge of the curb and those will have to be relocated.

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

Any shop drawings specific to this project, please submit to Chris McNeese and we will turn them around in a timely fashion; will try to have them back in 3-4 days. There will be shop drawing requirements for the traffic submittals for the signal at Old Highway 20 and Greenbrier Parkway.

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

There are no right-of-way issues.

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

9. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision,

along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

#### 10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

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

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

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

This was waived at the Pre-Bid Meeting.

Question was asked if the Unclassified quantities includes the borrow material on Phase III-A. Chris said he was going to go back to question 8 on the agenda (any other projects that may be in conflict). He said at this point there is a project going on to the south, which is Greenbrier Parkway, Phase III-A. There is a cut section on Phase III-B; we have primarily fill on Phase III-A; that awarded Contractor was Reed Contracting. Reed is currently starting to do the Unclassified Excavation in that established right-of-way north of the railroad; that is considered the borrow pit, Phase III-A. They are currently initializing the removal of that material. They are directed to take that borrow site, which is a cut section along the whole roadway, down to a

certain elevation and to leave it at a rough-cut condition at subgrade. The Contractor that wins this portion, which is Phase III-B, will be required to do some degree of fine grading of the borrow site that is left at that sub-grade condition and the fine grading will be considered incidental to the Phase III-B project. As far as the overlap time period, we are going to put out in the Addendum whether we postpone the release of this project or add very specific detail as far as when we turn over that borrow site area for the Contractor to start work on Phase III-B.

Question was asked if there was 98,000 yards on this project or is the Contractor on Phase III-A going to need to cut that out?

Scott Leach said there is approximately 22,000 cubic yards that is going to be used from this Phase III-B borrow site for Phase III-A. He said these quantities reflect that deduction.

Greer Walker said to clarify, "approximately 22,000 yards is going to be used on Phase A is not included in the 98,000 yards in this bid?" Scott said "that is correct."

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

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

e. **Project completion date: March 31, 2016.**

**Anticipated Council Meeting: May 28, 2015**  
**Anticipated NTP: Any date between 6/1/15 and 6/12/15**

f. Include whether construction trailer is required and whether as-builts are required.

No final decision has been made on the construction trailer; this will be addressed in the Addendum.

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.

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

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

14. Any subcontractors present should be given the opportunity 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.

16. 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 **May 8, 2015 until 5:00 p.m.** via fax (256) 427-5325 or email to: [penny.kelly@huntsvilleal.gov](mailto:penny.kelly@huntsvilleal.gov).

Response to contractor questions will be **May 12, 2015 until 5:00 p.m.**

**Bids open: May 14, 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.

| <b>ATTACHMENT "A1"</b>                 |                                                                                |                |                 |                       |                   |  | <b>5/12/2015</b> |
|----------------------------------------|--------------------------------------------------------------------------------|----------------|-----------------|-----------------------|-------------------|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                |                |                 |                       |                   |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                |                |                 |                       |                   |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                |                |                 |                       |                   |  |                  |
| <b>ITEM NO.</b>                        | <b>DESCRIPTION</b>                                                             | <b>BID QTY</b> | <b>BID UNIT</b> | <b>BID UNIT PRICE</b> | <b>BID AMOUNT</b> |  |                  |
| 1                                      | Clearing & Grubbing (Approx. 29 AC)                                            | 1              | LS              |                       | \$0.00            |  |                  |
| 2                                      | Removing Concrete                                                              | 215            | SY              |                       | \$0.00            |  |                  |
| 3                                      | Removing Concrete Dissipators                                                  | 4              | EA              |                       | \$0.00            |  |                  |
| 4                                      | Removing Existing Septic Tank (Greenbrier Pkwy Sta 131+59.39, 100' RT)         | 1              | EA              |                       | \$0.00            |  |                  |
| 5                                      | Removing Existing Gate (Old Hwy 20 Sta 26+83.81, RT)                           | 1              | EA              |                       | \$0.00            |  |                  |
| 6                                      | Removing Existing Retaining Wall (Old Hwy 20 Sta 26+98.23 to Sta 28+44.39, RT) | 147            | LF              |                       | \$0.00            |  |                  |
| 7                                      | Removing Pipe                                                                  | 227            | LF              |                       | \$0.00            |  |                  |
| 8                                      | Removing Fence                                                                 | 1,170          | LF              |                       | \$0.00            |  |                  |

| <b>ATTACHMENT "A1"</b>                 |                                                                                     |               |             | <b>5/12/2015</b> |
|----------------------------------------|-------------------------------------------------------------------------------------|---------------|-------------|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                     |               |             |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                     |               |             |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                     |               |             |                  |
| <b>9</b>                               | Fence Reset                                                                         | <b>59</b>     | <b>LF</b>   | <b>\$0.00</b>    |
| <b>10</b>                              | Barbed Wire Fence, 4 Strands, 4 Feet High                                           | <b>875</b>    | <b>LF</b>   | <b>\$0.00</b>    |
| <b>11</b>                              | Removing Headwalls                                                                  | <b>6</b>      | <b>EA</b>   | <b>\$0.00</b>    |
| <b>12</b>                              | 210A-000 Unclassified Excavation                                                    | <b>98,022</b> | <b>CY</b>   | <b>\$0.00</b>    |
| <b>13</b>                              | 301A-012 Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness | <b>67,915</b> | <b>SY</b>   | <b>\$0.00</b>    |
| <b>14</b>                              | 401A-000 Bituminous Treatment A                                                     | <b>64,025</b> | <b>SY</b>   | <b>\$0.00</b>    |
| <b>15</b>                              | 405A-000 Tack Coat                                                                  | <b>173</b>    | <b>GAL</b>  | <b>\$0.00</b>    |
| <b>16</b>                              | 407B-000 Joint Sealant for Hot Mix Asphalt                                          | <b>9</b>      | <b>MILE</b> | <b>\$0.00</b>    |
| <b>17</b>                              | 408A-051 Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)            | <b>5033</b>   | <b>SY</b>   | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                                            |       |     |  |  | <b>5/12/2015</b> |               |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------|-----|--|--|------------------|---------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                                            |       |     |  |  |                  |               |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                                            |       |     |  |  |                  |               |
| <b>UNIT BID SHEET</b>                  |                                                                                                                            |       |     |  |  |                  |               |
| <b>18</b>                              | 408A-052 Planing Existing Pavement<br>(Approximately 1.10" Thru 2.00" Thick)                                               | 733   | SY  |  |  |                  | <b>\$0.00</b> |
| <b>19</b>                              | 410A-002 Profilograph                                                                                                      | 1     | EA  |  |  |                  | <b>\$0.00</b> |
| <b>20</b>                              | 410H-000 Material Remixing Vehicle                                                                                         | 1     | EA  |  |  |                  | <b>\$0.00</b> |
| <b>21</b>                              | 424A-360 Superpave Bituminous Concrete<br>Wearing Surface Layer, 1/2" Maximum<br>Aggregate Size Mix, ESAL Range C/D        | 4,800 | TON |  |  |                  | <b>\$0.00</b> |
| <b>22</b>                              | 424B-650 Superpave Bituminous Concrete<br>Upper Binder Layer, 3/4" Maximum<br>Aggregate Size Mix, ESAL Range C/D           | 6,893 | TON |  |  |                  | <b>\$0.00</b> |
| <b>23</b>                              | 424B-655 Superpave Bituminous Concrete<br>Upper Binder Layer, Patching, 1" Maximum<br>Aggregate Size Mix, ESAL Range C/D   | 500   | TON |  |  |                  | <b>\$0.00</b> |
| <b>24</b>                              | 424B-657 Superpave Bituminous Concrete<br>Upper Binder Layer, Leveling, 1/2" Maximum<br>Aggregate Size Mix, ESAL Range C/D | 649   | TON |  |  |                  | <b>\$0.00</b> |
| <b>25</b>                              | 424B-658 Superpave Bituminous Concrete<br>Upper Binder Layer, Leveling, 3/4" Maximum<br>Aggregate Size Mix, ESAL Range C/D | 807   | TON |  |  |                  | <b>\$0.00</b> |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                          |        |     |  |  | <b>5/12/2015</b> |
|----------------------------------------|----------------------------------------------------------------------------------------------------------|--------|-----|--|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                          |        |     |  |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                          |        |     |  |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                                          |        |     |  |  |                  |
| <b>26</b>                              | 424B-681 Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D | 10,029 | TON |  |  | <b>\$0.00</b>    |
| <b>27</b>                              | 428C-000 Scoring Bituminous Pavement Surface by Cutting                                                  | 14,290 | LF  |  |  | <b>\$0.00</b>    |
| <b>28</b>                              | Steel Reinforcement                                                                                      | 23,854 | LB  |  |  | <b>\$0.00</b>    |
| <b>29</b>                              | Culvert Concrete (Cast In Place)                                                                         | 196    | CY  |  |  | <b>\$0.00</b>    |
| <b>30</b>                              | 15" Class III R.C.Pipe (Complete In Place)                                                               | 24     | LF  |  |  | <b>\$0.00</b>    |
| <b>31</b>                              | 18" Class III R.C.Pipe (Complete In Place)                                                               | 1631   | LF  |  |  | <b>\$0.00</b>    |
| <b>32</b>                              | 24" Class III R.C.Pipe (Complete In Place)                                                               | 1142   | LF  |  |  | <b>\$0.00</b>    |
| <b>33</b>                              | 36" Class III R.C.Pipe (Complete In Place)                                                               | 2874   | LF  |  |  | <b>\$0.00</b>    |
| <b>34</b>                              | 42" Class III R.C.Pipe (Complete In Place)                                                               | 1,800  | LF  |  |  | <b>\$0.00</b>    |

|           |                                                                                                                                                 | <b>ATTACHMENT "A1"</b>                 |            |  |  | <b>5/12/2015</b> |  |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------|--|--|------------------|--|
|           |                                                                                                                                                 | <b>Greenbrier Parkway, Phase III-B</b> |            |  |  |                  |  |
|           |                                                                                                                                                 | <b>COH Project No. 65-13-RD02</b>      |            |  |  |                  |  |
|           |                                                                                                                                                 | <b>UNIT BID SHEET</b>                  |            |  |  |                  |  |
| <b>35</b> | 601A-000 Furnishing Base, Soil And Structure Laboratories                                                                                       | <b>1</b>                               | <b>EA</b>  |  |  | <b>\$0.00</b>    |  |
| <b>36</b> | Right Of Way Markers                                                                                                                            | <b>55</b>                              | <b>EA</b>  |  |  | <b>\$0.00</b>    |  |
| <b>37</b> | Loose Riprap, Class 2                                                                                                                           | <b>616</b>                             | <b>TON</b> |  |  | <b>\$0.00</b>    |  |
| <b>38</b> | Filter Blanket, Geotextile                                                                                                                      | <b>758</b>                             | <b>SY</b>  |  |  | <b>\$0.00</b>    |  |
| <b>39</b> | 618B-003 Concrete Driveway, 6" Thick (Includes Wire Mesh)                                                                                       | <b>43</b>                              | <b>SY</b>  |  |  | <b>\$0.00</b>    |  |
| <b>40</b> | Concrete Slope Paved Island, 6" Thick, With Wire Mesh Reinforcement (Complete In Place, to include all curbs, noses, ramps and truncated domes) | <b>1007</b>                            | <b>SY</b>  |  |  | <b>\$0.00</b>    |  |
| <b>41</b> | 15" Sloped Paved Headwall (Complete In Place)                                                                                                   | <b>2</b>                               | <b>EA</b>  |  |  | <b>\$0.00</b>    |  |
| <b>42</b> | 18" Sloped Paved Headwall (Complete In Place)                                                                                                   | <b>5</b>                               | <b>EA</b>  |  |  | <b>\$0.00</b>    |  |
| <b>43</b> | 24" Sloped Paved Headwall (Complete In Place)                                                                                                   | <b>1</b>                               | <b>EA</b>  |  |  | <b>\$0.00</b>    |  |

| <b>ATTACHMENT "A1"</b>                 |                                                      |       |    |  |  | <b>5/12/2015</b> |
|----------------------------------------|------------------------------------------------------|-------|----|--|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                      |       |    |  |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                      |       |    |  |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                      |       |    |  |  |                  |
| <b>44</b>                              | 36" Sloped Paved Headwall (Complete In Place)        | 3     | EA |  |  | <b>\$0.00</b>    |
| <b>45</b>                              | Double 24" Sloped Paved Headwall (Complete In Place) | 2     | EA |  |  | <b>\$0.00</b>    |
| <b>46</b>                              | Double 36" Sloped Paved Headwall (Complete In Place) | 1     | EA |  |  | <b>\$0.00</b>    |
| <b>47</b>                              | Double 42" Sloped Paved Headwall (Complete In Place) | 1     | EA |  |  | <b>\$0.00</b>    |
| <b>48</b>                              | Junction Box (Complete In Place)                     | 1     | EA |  |  | <b>\$0.00</b>    |
| <b>49</b>                              | Single Curb Inlet (Complete In Place)                | 2     | EA |  |  | <b>\$0.00</b>    |
| <b>50</b>                              | "S" Type Inlet (Single Wing) (Complete In Place)     | 23    | EA |  |  | <b>\$0.00</b>    |
| <b>51</b>                              | ALDOT Inlet, Type "Y" (Complete In Place)            | 9     | EA |  |  | <b>\$0.00</b>    |
| <b>52</b>                              | 24" Combination Curb & Gutter, Type C                | 6,071 | LF |  |  | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                 |                                                                                |  |               |            |  | <b>5/12/2015</b> |
|----------------------------------------|--------------------------------------------------------------------------------|--|---------------|------------|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                |  |               |            |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                |  |               |            |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                |  |               |            |  |                  |
| <b>53</b>                              | 650B-000 Topsoil from Stockpiles                                               |  | <b>7,743</b>  | <b>CY</b>  |  | <b>\$0.00</b>    |
| <b>54</b>                              | 652A-100 Seeding                                                               |  | <b>4</b>      | <b>AC</b>  |  | <b>\$0.00</b>    |
| <b>55</b>                              | 654A-001 Solid Sodding (Bermuda)                                               |  | <b>56,830</b> | <b>SY</b>  |  | <b>\$0.00</b>    |
| <b>56</b>                              | Temporary Seeding                                                              |  | <b>16</b>     | <b>AC</b>  |  | <b>\$0.00</b>    |
| <b>57</b>                              | Temporary Mulching                                                             |  | <b>16</b>     | <b>AC</b>  |  | <b>\$0.00</b>    |
| <b>58</b>                              | Hay Bales                                                                      |  | <b>500</b>    | <b>EA</b>  |  | <b>\$0.00</b>    |
| <b>59</b>                              | Sand Bags                                                                      |  | <b>500</b>    | <b>EA</b>  |  | <b>\$0.00</b>    |
| <b>60</b>                              | Silt Fence                                                                     |  | <b>5,100</b>  | <b>LF</b>  |  | <b>\$0.00</b>    |
| <b>61</b>                              | Temporary Coarse Aggregate, ALDOT Number 1 (For Use on Construction Entrances) |  | <b>98</b>     | <b>TON</b> |  | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                   |       |      |  |  | <b>5/12/2015</b> |
|----------------------------------------|---------------------------------------------------------------------------------------------------|-------|------|--|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                   |       |      |  |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                   |       |      |  |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                                   |       |      |  |  |                  |
| <b>62</b>                              | Silt Fence Removal                                                                                | 5,100 | LF   |  |  | <b>\$0.00</b>    |
| <b>63</b>                              | Inlet Protection, Stage 3 Or 4                                                                    | 31    | EA   |  |  | <b>\$0.00</b>    |
| <b>64</b>                              | Wattles                                                                                           | 3,000 | LF   |  |  | <b>\$0.00</b>    |
| <b>65</b>                              | Temporary Rip Rap, Class 2, Complete In Place (For as needed erosion control during construction) | 40    | TONS |  |  | <b>\$0.00</b>    |
| <b>66</b>                              | Solid White, Class 2, Type A Traffic Stripe                                                       | 4     | MILE |  |  | <b>\$0.00</b>    |
| <b>67</b>                              | Solid Yellow, Class 2, Type A Traffic Stripe                                                      | 5     | MILE |  |  | <b>\$0.00</b>    |
| <b>68</b>                              | Broken White, Class 2, Type A Traffic Stripe                                                      | 2     | MILE |  |  | <b>\$0.00</b>    |
| <b>69</b>                              | Broken Yellow, Class 2, Type A Traffic Stripe                                                     | 950   | LF   |  |  | <b>\$0.00</b>    |
| <b>70</b>                              | Dotted, Class 2, Type A Traffic Stripe                                                            | 950   | LF   |  |  | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                                                |                                                                                                                    |               |             |  |  | <b>5/12/2015</b> |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------|-------------|--|--|------------------|
| <b>Greenbrier Parkway, Phase III-B<br/>COH Project No. 65-13-RD02</b> |                                                                                                                    |               |             |  |  |                  |
| <b>UNIT BID SHEET</b>                                                 |                                                                                                                    |               |             |  |  |                  |
| <b>71</b>                                                             | Solid Temporary Traffic Stripe                                                                                     | <b>3</b>      | <b>MILE</b> |  |  | <b>\$0.00</b>    |
| <b>72</b>                                                             | Traffic Control Markings, Class 2, Type A                                                                          | <b>13,339</b> | <b>SF</b>   |  |  | <b>\$0.00</b>    |
| <b>73</b>                                                             | Traffic Control Legends, Class 2, Type A                                                                           | <b>113</b>    | <b>SF</b>   |  |  | <b>\$0.00</b>    |
| <b>74</b>                                                             | Pavement Markers, Class A-H, Type 2-C                                                                              | <b>58</b>     | <b>EA</b>   |  |  | <b>\$0.00</b>    |
| <b>75</b>                                                             | Pavement Markers, Class A-H, Type 1-A                                                                              | <b>444</b>    | <b>EA</b>   |  |  | <b>\$0.00</b>    |
| <b>76</b>                                                             | Pavement Markers, Class A-H, Type 1-B                                                                              | <b>379</b>    | <b>EA</b>   |  |  | <b>\$0.00</b>    |
| <b>77</b>                                                             | Pavement Markers, Class A-H, Type 2-D                                                                              | <b>24</b>     | <b>EA</b>   |  |  | <b>\$0.00</b>    |
| <b>78</b>                                                             | Pavement Markers, Class A-H, Type 2-E                                                                              | <b>190</b>    | <b>EA</b>   |  |  | <b>\$0.00</b>    |
| <b>79</b>                                                             | Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) | <b>193</b>    | <b>SF</b>   |  |  | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                 |                                                                                                        |       |    |  |  | <b>5/12/2015</b> |
|----------------------------------------|--------------------------------------------------------------------------------------------------------|-------|----|--|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                                                                        |       |    |  |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                                                                        |       |    |  |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                                                                        |       |    |  |  |                  |
| <b>80</b>                              | Class 8, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type IX Background) | 11    | SF |  |  | <b>\$0.00</b>    |
| <b>81</b>                              | Roadway Sign Post (#4 O.D. STEEL UNIFORM DIAMETER)                                                     | 56    | LF |  |  | <b>\$0.00</b>    |
| <b>82</b>                              | Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)                   | 126   | LF |  |  | <b>\$0.00</b>    |
| <b>83</b>                              | Furnishing And Installing Traffic Control Unit (Greenbrier Pkwy & Old Hwy 20)                          | 1     | LS |  |  | <b>\$0.00</b>    |
| <b>84</b>                              | Metal Traffic Signal Pole Foundation                                                                   | 4     | EA |  |  | <b>\$0.00</b>    |
| <b>85</b>                              | Metal Traffic Signal Pole with 55' Mast Arm                                                            | 2     | EA |  |  | <b>\$0.00</b>    |
| <b>86</b>                              | Metal Traffic Signal Pole with 60' Mast Arm                                                            | 2     | EA |  |  | <b>\$0.00</b>    |
| <b>87</b>                              | Loop Wire                                                                                              | 4,400 | LF |  |  | <b>\$0.00</b>    |
| <b>88</b>                              | Loop Detector Lead-In-Cable                                                                            | 2,900 | LF |  |  | <b>\$0.00</b>    |

| <b>ATTACHMENT "A1"</b>                 |                                                     |       |    |  | <b>5/12/2015</b> |
|----------------------------------------|-----------------------------------------------------|-------|----|--|------------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                     |       |    |  |                  |
| <b>COH Project No. 65-13-RD02</b>      |                                                     |       |    |  |                  |
| <b>UNIT BID SHEET</b>                  |                                                     |       |    |  |                  |
| <b>89</b>                              | Vehicle Loop Detector                               | 8     | EA |  | <b>\$0.00</b>    |
| <b>90</b>                              | Traffic Signal Junction Box                         | 13    | EA |  | <b>\$0.00</b>    |
| <b>91</b>                              | 1", Metallic, Conduit                               | 20    | LF |  | <b>\$0.00</b>    |
| <b>92</b>                              | 1", Non-Metallic, Conduit                           | 40    | LF |  | <b>\$0.00</b>    |
| <b>93</b>                              | 2", Non-Metallic, Conduit                           | 2,630 | LF |  | <b>\$0.00</b>    |
| <b>94</b>                              | Luminaire Extension Assembly, 12 Feet               | 4     | EA |  | <b>\$0.00</b>    |
| <b>95</b>                              | Vehicular Signal Head, 12 Inch, 3 Section, Type LED | 10    | EA |  | <b>\$0.00</b>    |
| <b>96</b>                              | Vehicular Signal Head, 12 Inch, 4 Section, Type LED | 2     | EA |  | <b>\$0.00</b>    |
| <b>97</b>                              | Pedestrian Signal Head, Type LED                    | 8     | EA |  | <b>\$0.00</b>    |

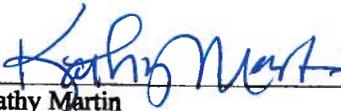
| <b>ATTACHMENT "A1"</b>                                                |                                                    |            |           |  |               | <b>5/12/2015</b> |
|-----------------------------------------------------------------------|----------------------------------------------------|------------|-----------|--|---------------|------------------|
| <b>Greenbrier Parkway, Phase III-B<br/>COH Project No. 65-13-RD02</b> |                                                    |            |           |  |               |                  |
| <b>UNIT BID SHEET</b>                                                 |                                                    |            |           |  |               |                  |
| <b>98</b>                                                             | Controller Assembly, Type III, 8 Phase             | <b>1</b>   | <b>EA</b> |  | <b>\$0.00</b> |                  |
| <b>99</b>                                                             | 6" Electrical Conduit, 1 Line, Type 5 Installation | <b>670</b> | <b>LF</b> |  | <b>\$0.00</b> |                  |
| <b>100</b>                                                            | Wood Pole                                          | <b>1</b>   | <b>EA</b> |  | <b>\$0.00</b> |                  |
| <b>101</b>                                                            | Handicap Ramps                                     | <b>16</b>  | <b>EA</b> |  | <b>\$0.00</b> |                  |
| <b>102</b>                                                            | Construction Signs                                 | <b>593</b> | <b>SF</b> |  | <b>\$0.00</b> |                  |
| <b>103</b>                                                            | Construction Signs (COH Retain)                    | <b>32</b>  | <b>SF</b> |  | <b>\$0.00</b> |                  |
| <b>104</b>                                                            | Channelizing Drums                                 | <b>200</b> | <b>EA</b> |  | <b>\$0.00</b> |                  |

| <b>ATTACHMENT "A1"</b>                 |                                                 |     |    |  |  | <b>5/12/2015</b> |               |
|----------------------------------------|-------------------------------------------------|-----|----|--|--|------------------|---------------|
| <b>Greenbrier Parkway, Phase III-B</b> |                                                 |     |    |  |  |                  |               |
| <b>COH Project No. 65-13-RD02</b>      |                                                 |     |    |  |  |                  |               |
| <b>UNIT BID SHEET</b>                  |                                                 |     |    |  |  |                  |               |
| <b>105</b>                             | Cones (36 Inches High)                          | 200 | EA |  |  |                  | <b>\$0.00</b> |
| <b>106</b>                             | Barricades, Type III                            | 10  | EA |  |  |                  | <b>\$0.00</b> |
| <b>107</b>                             | Barricades, Type III (COH Retain)               | 10  | EA |  |  |                  | <b>\$0.00</b> |
| <b>108</b>                             | Warning Light, Type B                           | 5   | EA |  |  |                  | <b>\$0.00</b> |
| <b>109</b>                             | Warning Light, Type B (COH Retain)              | 5   | EA |  |  |                  | <b>\$0.00</b> |
| <b>110</b>                             | Ballast for Cone                                | 200 | EA |  |  |                  | <b>\$0.00</b> |
| <b>111</b>                             | Portable Sequential Arrow and Chevron Sign Unit | 2   | EA |  |  |                  | <b>\$0.00</b> |
| <b>112</b>                             | Geometric Controls                              | 1   | LS |  |  |                  | <b>\$0.00</b> |
| <b>113</b>                             | Mobilization                                    | 1   | LS |  |  |                  | <b>\$0.00</b> |

|                                                                                                                                                                      |   |    |                                |               |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--------------------------------|---------------|------------------|
| <b>ATTACHMENT "A1"</b>                                                                                                                                               |   |    |                                |               | <b>5/12/2015</b> |
| <b>Greenbrier Parkway, Phase III-B</b><br><b>COH Project No. 65-13-RD02</b>                                                                                          |   |    |                                |               |                  |
| <b>UNIT BID SHEET</b>                                                                                                                                                |   |    |                                |               |                  |
| <b>114</b>                                                                                                                                                           | 1 | LS | Removal of existing structures | <b>\$0.00</b> |                  |
| <b>115</b>                                                                                                                                                           | 4 | AC | Mulching                       | <b>\$0.00</b> |                  |
| <b>TOTAL BASE BID</b>                                                                                                                                                |   |    |                                |               |                  |
| <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> |   |    |                                |               |                  |
| <b>COMPANY</b> _____<br><b>SIGNATURE</b> _____<br><b>DATE</b> _____                                                                                                  |   |    |                                |               |                  |

**CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA**

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Reed Contracting Services, Inc. in the amount of FOUR MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHT AND .37/100 DOLLARS (\$4,368,408.37), for Greenbrier Parkway, Phase III-B, Project No. 65-13-RD02, which is being submitted to the City Council of the City of Huntsville for approval on this the 28th day of May, 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.”

\_\_\_\_\_  
Reed Contracting Services, Inc.  
(Company)

BY:   
\_\_\_\_\_  
(Authorized Representative)