

RESOLUTION NO. 21-

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, Rogers Group, Inc., in the Not-to-Exceed (NTE) amount of FOUR MILLION FOUR HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$4,411,750.00), for Periodic Bid for Asphalt Projects-2021, Project No. 71-21-SP38, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new Not-to-Exceed (NTE) Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter from the City Engineer subject to City Council Approval, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Rogers Group, Inc., for Periodic Bid for Asphalt Projects-2021, Project No. 71-21-SP38," consisting of a total of one (1) page plus seventy-one (71) additional pages consisting of Attachments A-M, 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 September 9, 2021, 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 September, 2021.

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

APPROVED this the 9th day of September, 2021.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
ROGERS GROUP, INC.
FOR
PERIODIC BID FOR ASPHALT PROJECTS-2021
PROJECT NO. 71-21-SP38**

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

THIS CONTRACT, made and entered into this 9th day of September, 2021, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and ROGERS GROUP, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Periodic Bid for Asphalt Projects-2021, Project No. 71-21-SP38, 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 "A".

BY:

\_\_\_\_\_  
Rogers Group, Inc.

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

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

\_\_\_\_\_  
Kenneth Benion  
City Clerk Treasurer

\_\_\_\_\_  
Jennie Robinson  
City Council President

DATE: September 9, 2021

**PERIODIC BID FOR ASPHALT PROJECTS-2021**  
**PROJECT #71-21-SP38**

**CITY OF HUNTSVILLE, ALABAMA**

**TABLE OF CONTENTS**

|                                                       |              |
|-------------------------------------------------------|--------------|
| Bid Quantities                                        | ATTACHMENT A |
| Bid Proposal                                          | ATTACHMENT B |
| Addenda Acknowledgement Form                          | ATTACHMENT C |
| Subcontractor's Listing                               | ATTACHMENT D |
| References of Similar Projects                        | ATTACHMENT E |
| Notice to Contractors                                 | ATTACHMENT F |
| Speed Cushion Instructions/Details                    | ATTACHMENT G |
| W9 Taxpayer Information                               | ATTACHMENT H |
| Handicap Ramp Armor-Tile or Equal General Information | ATTACHMENT I |
| City of Huntsville Report of Ownership Form           | ATTACHMENT J |
| Supplement to General Requirements, Part 2            | ATTACHMENT K |
| Alabama Act 2016-312                                  | ATTACHMENT L |
| Certificate of Compliance with Alabama Act 2016-312   | ATTACHMENT M |

**SUPPLEMENT TO GENERAL REQUIREMENTS**

| <b>SECTION DESCRIPTION</b>                                               | <b>SECTION NO.</b> |
|--------------------------------------------------------------------------|--------------------|
| General                                                                  | 1                  |
| Proposal Preparation                                                     | 2                  |
| Quantities                                                               | 3                  |
| Changes to Contract                                                      | 4                  |
| Maintain Office                                                          | 5                  |
| Subcontractors                                                           | 6                  |
| Bid Bond                                                                 | 7                  |
| Performance Bonds and Payment Bonds                                      | 8                  |
| Liability Insurance                                                      | 9                  |
| Licenses and Classifications                                             | 10                 |
| Permits                                                                  | 11                 |
| Payment                                                                  | 12                 |
| Examination of Specifications, Proposal, Contract and Special Provisions | 13                 |
| Inclusions to Contract                                                   | 14                 |
| Commencement of Work                                                     | 15                 |
| Storage of Materials                                                     | 16                 |
| Liquidated Damages                                                       | 17                 |
| Traffic Flow                                                             | 18                 |
| Termination for Convenience                                              | 19                 |
| Termination for Cause                                                    | 20                 |
| Unbalanced Bids                                                          | 21                 |
| Additional Insurance Requirements                                        | 22                 |
| Domestic Preferences                                                     | 23                 |
| No Damages for Delays                                                    | 24                 |
| Contractor Responsible for Locating                                      |                    |
| Utilities Prior to Construction Initiation                               | 25                 |

## **TABLE OF CONTENTS (CONTINUED)**

| <b>SECTION DESCRIPTION</b>                                                                                                               | <b>SECTION NO.</b> |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Correction to City of Huntsville's<br>Standard Specifications for the<br>Construction of Public Improvements,<br>Contract Projects, 1991 | 26                 |
| Warranties                                                                                                                               | 27                 |
| Coordination with other Contractors                                                                                                      | 28                 |
| W9 Taxpayer Form                                                                                                                         | 29                 |
| Final Payment                                                                                                                            | 30                 |
| Project Completion Date                                                                                                                  | 31                 |
| Lien Waivers                                                                                                                             | 32                 |
| Lowest Responsible and Responsible Bidder                                                                                                | 33                 |
| Non-Resident Bidders                                                                                                                     | 34                 |
| Reserved                                                                                                                                 | 35                 |
| Correction to Section 105 – Excavation and<br>Embankment 105.04(a) Method of<br>Measurement                                              | 36                 |
| Correction to Section 847 – Pipe Culvert Joint<br>Sealers                                                                                | 37                 |
| NPDES Construction Requirements                                                                                                          | 38                 |
| E Verify Statement                                                                                                                       | 39                 |
| COH Traffic Engineering Department Construction Requirements                                                                             | 40                 |
| Survivability of Contract Revisions                                                                                                      | 41                 |
| Surety Bonds                                                                                                                             | 42                 |
| Governing Laws                                                                                                                           | 43                 |
| Alabama Immigration Act                                                                                                                  | 44                 |
| Successors & Assigns                                                                                                                     | 45                 |
| Written Notice                                                                                                                           | 46                 |
| Rights & Remedies                                                                                                                        | 47                 |
| Entire Agreement                                                                                                                         | 48                 |

| ATTACHMENT "A" |                                                                                                                                |         |          |                | 8/25/2021   |
|----------------|--------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------------|-------------|
|                |                                                                                                                                |         |          |                |             |
|                | <b>Periodic Bid for Asphalt Projects-2021</b>                                                                                  |         |          |                |             |
|                | <b>Project No. 71-21-SP38</b>                                                                                                  |         |          |                |             |
|                | <u><b>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</b></u> |         |          |                |             |
| ITEM NO.       | DESCRIPTION                                                                                                                    | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT  |
| <b>A</b>       | <b>MOBILIZATION</b>                                                                                                            |         |          |                |             |
| <b>A1</b>      | Contract Mobilization, (3% of the total cost of the workorder adjusted for final quantities).                                  |         |          |                |             |
| <b>A2</b>      | Project Mobilization C (will be paid on projects that have a cost of \$5000 but less than \$10,000)                            | 5       | EA       | \$2,500.00     | \$12,500.00 |
| <b>A3</b>      | Project Mobilization D (will be paid on projects that have a cost of \$10,000 but less than \$25,000)                          | 5       | EA       | \$2,500.00     | \$12,500.00 |
| <b>A4</b>      | Project Mobilization E (will be paid on projects that have a cost of \$25,000 but less than \$50,000)                          | 25      | EA       | \$2,500.00     | \$62,500.00 |
| <b>A5</b>      | Project Mobilization F (will be paid on projects that have a cost of \$50,000 but less than \$75,000)                          | 1       | EA       | \$2,500.00     | \$2,500.00  |

| ATTACHMENT "A" |                                                                                                                                |       |      |            | 8/25/2021    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|--------------|
|                |                                                                                                                                |       |      |            |              |
|                | <b>Periodic Bid for Asphalt Projects-2021</b>                                                                                  |       |      |            |              |
|                | <b>Project No. 71-21-SP38</b>                                                                                                  |       |      |            |              |
|                | <u><b>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</b></u> |       |      |            |              |
|                |                                                                                                                                |       |      |            |              |
| <b>A6</b>      | Project Mobilization G (will be paid on projects that have a cost of \$75,000 but less than \$100,000)                         | 4     | EA   | \$2,500.00 | \$10,000.00  |
|                |                                                                                                                                |       |      |            |              |
| <b>A7</b>      | Project Mobilization H (will be paid on projects that have a cost of \$100,000 but less than \$250,000)                        | 2     | EA   | \$2,500.00 | \$5,000.00   |
|                |                                                                                                                                |       |      |            |              |
| <b>B</b>       | <b>MISCELLANEOUS ASPHALT ITEMS</b>                                                                                             |       |      |            |              |
| <b>B1</b>      | 420A-Open Grade Friction Course in Place (15% Rap after cleaning and tacking) 1" to 1 1/2" Thick                               | 1,500 | TONS | \$182.00   | \$273,000.00 |
|                |                                                                                                                                |       |      |            |              |
| <b>B2</b>      | 424A 1/2" Mix 4 Wearing Surface Layer in Place (No RAP after cleaning and tacking) 1-1 1/2" Thick                              | 4,500 | TONS | \$101.00   | \$454,500.00 |
|                |                                                                                                                                |       |      |            |              |
| <b>B3</b>      | 424A 3/8" Mix Wearing Surface Layer in Place (No RAP after cleaning and tacking) 3/4" to 1" Thick                              | 1,250 | TONS | \$103.00   | \$128,750.00 |
|                |                                                                                                                                |       |      |            |              |



|    | ATTACHMENT "A"                                                                                                          |        |      |          |  | 8/25/2021    |
|----|-------------------------------------------------------------------------------------------------------------------------|--------|------|----------|--|--------------|
|    | Periodic Bid for Asphalt Projects-2021                                                                                  |        |      |          |  |              |
|    | Project No. 71-21-SP38                                                                                                  |        |      |          |  |              |
|    | <u>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</u> |        |      |          |  |              |
| B4 | 414B 3/4" Mix Binder Layer/Leveling in Place (No RAP after cleaning and tacking) 1" to 4" Thick                         | 3,750  | TONS | \$87.00  |  | \$326,250.00 |
| B5 | Base Failures Excavate, Replace with 414B 3/4"                                                                          | 1,000  | TONS | \$145.00 |  | \$145,000.00 |
| B6 | 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick                        | 7,000  | TONS | \$95.00  |  | \$665,000.00 |
| B7 | 424A 3/8" Mix Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 3/4" to 1" Thick                      | 7,000  | TONS | \$99.00  |  | \$693,000.00 |
| B8 | 414B 3/4" Mix Binder Layer / Leveling in Place (20% RAP after cleaning and tacking) 1" to 4" Thick                      | 7,000  | TONS | \$81.00  |  | \$567,000.00 |
| B9 | Milling of Existing Pavement from 0"-2" Depth per Square Yard                                                           | 25,000 | SY   | \$1.85   |  | \$46,250.00  |

|     | ATTACHMENT "A"                                                                                                          |        |    |            |  | 8/26/2021    |
|-----|-------------------------------------------------------------------------------------------------------------------------|--------|----|------------|--|--------------|
|     | Periodic Bid for Asphalt Projects-2021                                                                                  |        |    |            |  |              |
|     | Project No. 71-21-SP38                                                                                                  |        |    |            |  |              |
|     | <u>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</u> |        |    |            |  |              |
| B10 | Milling of Existing Pavement from 2"-4" Depth per Square Yard                                                           | 40,000 | SY | \$2.00     |  | \$80,000.00  |
| B11 | Manhole Adjustments                                                                                                     | 30     | EA | \$1,000.00 |  | \$30,000.00  |
| B12 | Manhole Risers (to be approved by Public Works)                                                                         | 25     | EA | \$250.00   |  | \$6,250.00   |
| B13 | New 22' Flat Topped Speed Table                                                                                         | 25     | EA | \$5,200.00 |  | \$130,000.00 |
| B14 | Removal only Existing Speed Cushions                                                                                    | 25     | EA | \$320.00   |  | \$8,000.00   |
| B15 | Install Traffic Loops, 6' X 50' Quadrupole                                                                              | 50     | EA | \$1,260.00 |  | \$63,000.00  |
| B16 | Install Traffic Loops, 6' X 6' Diamond                                                                                  | 50     | EA | \$1,050.00 |  | \$52,500.00  |
| C   | CONCRETE                                                                                                                |        |    |            |  |              |
| C1  | Sidewalk Remove and Replacement (Meet ADA Compliance) - (5 ft. wide)                                                    | 350    | LF | \$50.00    |  | \$17,500.00  |



|    | ATTACHMENT "A"                                                                                                              |     |    |            |              | 8/26/2021 |
|----|-----------------------------------------------------------------------------------------------------------------------------|-----|----|------------|--------------|-----------|
|    | Periodic Bid for Asphalt Projects-2021                                                                                      |     |    |            |              |           |
|    | Project No. 71-21-SP38                                                                                                      |     |    |            |              |           |
|    | <u>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</u>     |     |    |            |              |           |
| C2 | Handicap Ramps with ADA Detectable Warning Pavers (All Widths) TY 1 Parallel Corner (ALDOT Drawing SW-618 Index #735)       | 200 | EA | \$1,750.00 | \$350,000.00 |           |
| C3 | Handicap Ramps with ADA Detectable Warning Pavers (All Widths) TY 2 Blended Corner (ALDOT Drawing SW-618 Index #735)        | 30  | EA | \$2,700.00 | \$81,000.00  |           |
| C4 | Handicap Ramps with ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #736) | 55  | EA | \$1,750.00 | \$96,250.00  |           |
| C5 | Handicap Ramps with ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)   | 5   | EA | \$2,100.00 | \$10,500.00  |           |
| C6 | Remove and Replace Curb and Gutter (Meet ADA Compliance)                                                                    | 300 | LF | \$60.00    | \$18,000.00  |           |

|    | ATTACHMENT "A"                                                                                                          |     |    |          | 8/26/2021             |
|----|-------------------------------------------------------------------------------------------------------------------------|-----|----|----------|-----------------------|
|    |                                                                                                                         |     |    |          |                       |
|    | Periodic Bid for Asphalt Projects-2021                                                                                  |     |    |          |                       |
|    | Project No. 71-21-SP38                                                                                                  |     |    |          |                       |
|    | <u>ALL WORK MUST MEET THE CITY OF HUNTSVILLE STANDARD SPECIFICATIONS AND BE IN COMPLIANCE WITH THE ADA REQUIREMENTS</u> |     |    |          |                       |
| C7 | Remove and Replace Concrete Driveway Aprons (Meet ADA Compliance)                                                       | 500 | SY | \$130.00 | \$65,000.00           |
|    | <b>TOTAL BASE BID</b>                                                                                                   |     |    |          | <b>\$4,411,750.00</b> |

Company: Rogers Group, Inc.

Signature *Del m RGA*

Date: August 27, 2021

ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND REMOVAL REQUIRED FOR CONSTRUCTION.

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

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

**PROPOSAL OF:** Rogers Group, Inc.  
**(NAME)**  
2512 Triana Blvd SW, Huntsville, AL 35805  
**(ADDRESS)**

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**PERIODIC BID FOR ASPHALT PROJECTS-2021**  
**PROJECT #71-21-SP38**

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

**GENTLEMEN:**

The undersigned bidder has carefully examined the bid documents, the specifications, the general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the City Engineer of Huntsville, Alabama.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility.

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

Certificates of Insurance are required naming the City as additional insured. Also, the name of the project and the project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year

**Proposal - Page Two  
PERIODIC BID FOR ASPHALT PROJECTS-2021  
PROJECT #71-21-SP38**

periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

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

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

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

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.

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

**Proposal - Page Three**  
**PERIODIC BID FOR ASPHALT PROJECTS-2021**  
**PROJECT #71-21-SP38**

**DATED:** August 27, 2021.

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

**SIGNATURE OF BIDDER** \_\_\_\_\_

**BY** \_\_\_\_\_

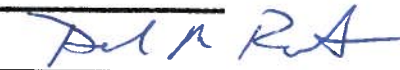
**ADDRESS OF BIDDER** \_\_\_\_\_

**NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:**

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

**OUR CONTRACTOR'S STATE LICENSE NO. IS** 14069

**(IF A CORPORATION)**  
**SIGNATURE OF BIDDER**



**BY** Derek M. Roberts, Division Vice President

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

**INCORPORATED UNDER THE LAWS OF THE STATE OF** Indiana

**NAMES** **PRESIDENT--** Anthony M. Garcia, Vice President

**OF** **SECRETARY** Tim Doss

**OFFICERS** **TREASURER** Andrew Effinger, Secretary

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

**ATTACHMENT "C"**

**PERIODIC BID FOR ASPHALT PROJECTS-2021  
PROJECT #71-21-SP38**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

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

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED</u> |
|---------------------|----------------------|
| 1                   | August 24, 2021      |
| 2                   | August 25, 2021      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |

**COMPANY** Rogers Group, Inc.

**SIGNATURE**   
Derek M. Roberts

**TITLE** Division Vice President

**DATE** August 27, 2021



**ATTACHMENT "D"**

**PERIODIC BID FOR ASPHALT PROJECTS-2021  
PROJECT #71-21-SP38**

**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 Ridgeway via email at [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov) and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

| <b><u>TASKS TO BE PERFORMED</u></b>         | <b><u>SUBCONTRACTOR NAME</u></b> | <b><u>LICENSE NO.</u></b> | <b><u>ADDRESS</u></b>                    | <b><u>ITEM #'S OF WORK TO BE PERFORMED</u></b> |
|---------------------------------------------|----------------------------------|---------------------------|------------------------------------------|------------------------------------------------|
| Surveying/Layout                            |                                  |                           |                                          |                                                |
| Permitting                                  |                                  |                           |                                          |                                                |
| Clearing & Grubbing                         |                                  |                           |                                          |                                                |
| Erosion Control                             |                                  |                           |                                          |                                                |
| Traffic Control                             |                                  |                           |                                          |                                                |
| Excavation                                  |                                  |                           |                                          |                                                |
| Concrete                                    |                                  |                           |                                          |                                                |
| Storm Drainage                              |                                  |                           |                                          |                                                |
| Sanitary Sewer                              |                                  |                           |                                          |                                                |
| Shoring/Monitoring                          |                                  |                           |                                          |                                                |
| Retaining Walls                             |                                  |                           |                                          |                                                |
| Bridges                                     |                                  |                           |                                          |                                                |
| Railroads                                   |                                  |                           |                                          |                                                |
| Traffic (signals, loops)                    | BAT Traffic Solutions, LLC       | S-55369                   | 2018 Stateline Road<br>Ardmore, AL 35739 | B15 & B16                                      |
| Street Lights                               |                                  |                           |                                          |                                                |
| Electrical                                  |                                  |                           |                                          |                                                |
| Water                                       |                                  |                           |                                          |                                                |
| Asphalt                                     |                                  |                           |                                          |                                                |
| Landscaping (Trees, grassing)               |                                  |                           |                                          |                                                |
| Irrigation                                  |                                  |                           |                                          |                                                |
| Striping                                    |                                  |                           |                                          |                                                |
| Sewer Testing                               |                                  |                           |                                          |                                                |
| Guardrails                                  |                                  |                           |                                          |                                                |
| Handrails                                   |                                  |                           |                                          |                                                |
| Painting                                    |                                  |                           |                                          |                                                |
| Special (fencing, benches, dewatering etc.) |                                  |                           |                                          |                                                |
| Mechanical                                  |                                  |                           |                                          |                                                |
| SCADA                                       |                                  |                           |                                          |                                                |
| Other                                       |                                  |                           |                                          |                                                |

**ATTACHMENT "E"**

**PERIODIC BID FOR ASPHALT PROJECTS - 2021  
PROJECT #71-21-SP38**

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects. The contract amount of the project shall also be stated

1. City of Huntsville Redstone Gateway Package 1– Lake F (Unsecure area)  
320 Fountain Circle \$1,825,598.50  
Huntsville, Alabama 35804  
POC: Chris McNeese, Phone: (256) 535-2489
  
2. City of Huntsville Highway 72 West Meridian Crossover  
320 Fountain Circle \$1,115,232.25  
Huntsville, Alabama 35804  
POC: Dennis Thompson, Phone: (256) 535-2489
  
3. City of Huntsville Mastin Lake Road Improvements  
320 Fountain Circle \$2,017,361.05  
Huntsville, Alabama 35804  
POC: Chris McNeese, Phone: (256) 535-2489
  
4. City of Huntsville Farrow Road Improvements  
320 Fountain Circle \$3,425,005.63  
Huntsville, Alabama 35804  
POC: Cathy Martin, Phone: (256) 535-2489
  
5. City of Huntsville Shields Road Extension  
320 Fountain Circle \$245,819.60  
Huntsville, Alabama 35804  
POC: Chris McNeese, Phone: (256) 535-2489

**ATTACHMENT "F"**

**MANDATORY** Pre-bid meeting to be held on Friday, August 20, 2021, 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: Periodic Bid for Asphalt Projects-2021, more particularly known as Project No. 71-21-SP38.

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

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 contractors 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, Periodic Bid for Asphalt Projects-2021, more particularly known as Project No. 71-21-SP38 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

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

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristic 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 27th day of August 2021, until 10:00 am. Each bid shall be accompanied by Bid Bond in the amount of five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda

2. General Requirements (Instructions to Bidders and Bid Proposal Including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). 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. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

#### **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.

#### **ALABAMA ACT 2016-312**



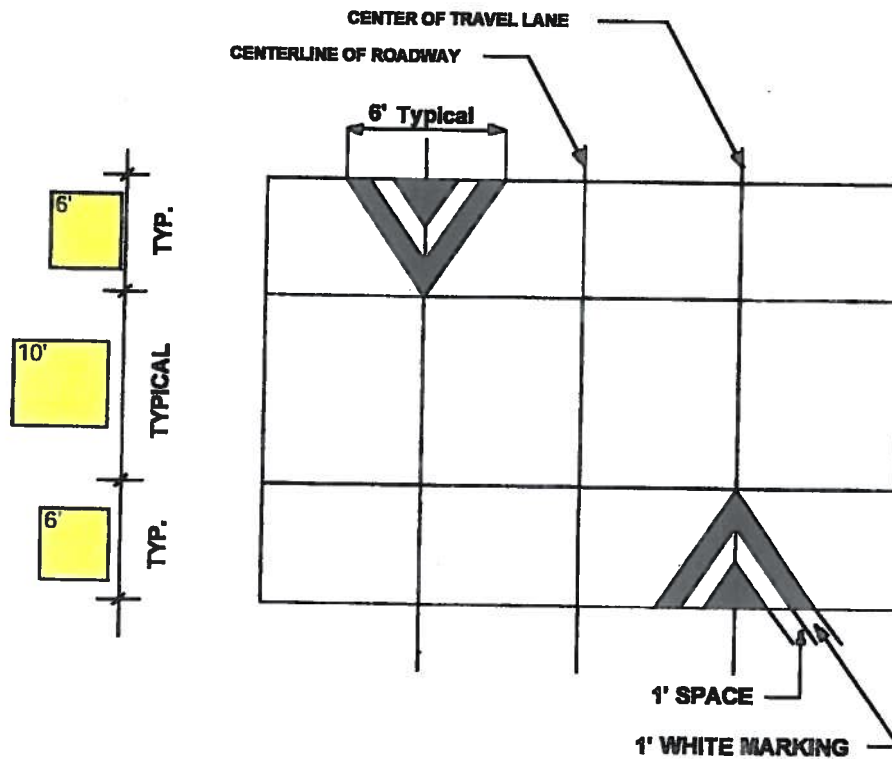
**"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of \_\_\_\_\_  
(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage  
in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open  
trade.**

**Title: \_\_\_\_\_  
(Signature of authorized individual) "**

**Advertise date: 8/13/21**

# FLAT-TOPPED SPEED TABLE/HUMP

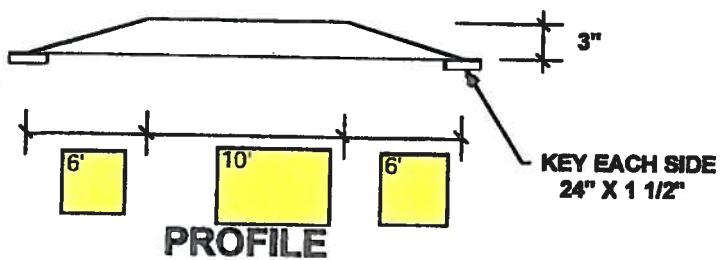
MUTCD MARKINGS FIGURE 3B-30, OPTION "A"



TOP VIEW



FRONT VIEW



PROFILE

(NOT TO SCALE)

8/2/2021



## **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"**

**Handicap Ramps Detail**

**Handicap Ramp Armor-Tile or Equal**  
**(Page 1 of 2)**

**ARMOR-TILE OR EQUAL (MATS)**

**ACME BRICK COMPANY  
CONCRETE PAVER ITEM NO. 824645 (RED)  
OR EQUAL**

**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): Rogers Group, Inc.
- City of Huntsville current taxpayer identification number (if available): 26025  
(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>125303 Indiana                    |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

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

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

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

Signature: Derek M. Roberts Title (if applicable): Division Vice President  
Type or legibly write name: Derek M. Roberts Date: August 27, 2021



## Employment Eligibility Verification

Click any for help

Welcome  
Conrad EdwardsUser ID  
CEDVMS206Last Login  
05:01 PM - 01/30/2012

Log Out



[Home](#)  
[My Cases](#)  
[New Case](#)  
[View Cases](#)  
[Search Cases](#)  
[My Profile](#)  
[Edit Profile](#)  
[Change Password](#)  
[Change Security Question](#)  
[My Company](#)  
[Edit Company Profile](#)  
[Add New User](#)  
[View Existing Users](#)  
[Close Company Account](#)  
[My Reports](#)  
[View Reports](#)  
[My Resources](#)  
[View Essential Resources](#)  
[Take Tutorial](#)  
[View User Manual](#)  
[Contact Us](#)

## Company Information

**Company Name:** Rogers Group, Inc.  
**Company ID Number:** 362097  
**Doing Business As (DBA) Name:** Rogers Group, Inc.  
**DUNS Number:** 057013287

[View / Edit](#)

## Physical Location:

**Address 1:** 421 Great Circle Road  
**Address 2:**  
**City:** Nashville  
**State:** TN  
**Zip Code:** 37228  
**County:** DAVIDSON

## Mailing Address:

**Address 1:** P. O. Box 25250  
**Address 2:**  
**City:** Nashville  
**State:** TN  
**Zip Code:** 37202

## Additional Information:

**Employer Identification Number:** 351418333  
**Total Number of Employees:** 1,000 to 2,499  
**Parent Organization:** Rogers Group, Inc.  
**Administrator:**

## Organization Designation:

**Employer Category:** Federal Contractor with FAR E-Verify Clause  
**Federal Contractor Category:** None of these categories apply  
**Employees being verified:** All new hires and all existing employees assigned to a Federal contract

**NAICS Code:** 212 - MINING (EXCEPT OIL AND GAS)

[View / Edit](#)

**Total Hiring Sites:** 01

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)[View MOU](#)

# E-Verify

## Employment Eligibility Verification

Click any  for helpWelcome  
Corrin EdwardsUser ID  
CEDW5208Last Login  
05:01 PM - 01/30/2012 Log Out

Home  
My Cases  
New Case  
View Cases  
Search Cases  
My Profile  
Edit Profile  
Change Password  
Change Security Questions  
My Company  
Edit Company Profile  
Add New User  
View Existing Users  
Close Company Account  
My Reports  
View Reports  
My Resources  
View Essential Resources  
Take Tutorial  
View User Manual  
Contact Us

### Company Information

Company Name: Rogers Group, Inc.  
Company ID Number: 362897  
Doing Business As (DBA) Name: Rogers Group, Inc.  
DUNS Number: 057013287

View / Edit

### Physical Location:

Address 1: 421 Great Circle Road  
Address 2:  
City: Nashville  
State: TN  
Zip Code: 37228  
County: DAVIDSON

### Mailing Address:

Address 1: P. O. Box 25250  
Address 2:  
City: Nashville  
State: TN  
Zip Code: 37202

### Additional Information:

Employer Identification Number: 351418333  
Total Number of Employees: 1,000 to 2,499  
Parent Organization: Rogers Group, Inc.  
Administrator:  
Organization Designation:  
Employer Category: Federal Contractor with FAR E-Verify Clause  
Federal Contractor Category: None of these categories apply  
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)

View / Edit

Total Hiring Sites: 01

View / Edit

Total Points of Contact: 2

View / Edit

View MOU

# E-Verify<sup>®</sup>

## Employment Eligibility Verification



Welcome  
Connie Edwards

User ID  
CEDWS208

Last Login  
05:01 PM - 01/30/2012 Log Out

- Click any for help
- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

**1** You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

### Hiring Sites

|                      |                        |                |       |                        |
|----------------------|------------------------|----------------|-------|------------------------|
| Previous             | Next                   |                |       |                        |
| <a href="#">Add</a>  |                        |                |       |                        |
| <a href="#">Edit</a> | <a href="#">Delete</a> | ALABAMA        | State | Number of Hiring Sites |
| <a href="#">Edit</a> | <a href="#">Delete</a> | ARKANSAS       |       | 5                      |
| <a href="#">Edit</a> | <a href="#">Delete</a> | INDIANA        |       | 9                      |
| <a href="#">Edit</a> | <a href="#">Delete</a> | KENTUCKY       |       | 13                     |
| <a href="#">Edit</a> | <a href="#">Delete</a> | MISSISSIPPI    |       | 13                     |
| <a href="#">Edit</a> | <a href="#">Delete</a> | NORTH CAROLINA |       | 1                      |
| <a href="#">Edit</a> | <a href="#">Delete</a> | TENNESSEE      |       | 1                      |
|                      |                        |                |       | 48                     |

Previous Next

Next

Cancel





Company ID Number: 362997

|                                                                                                                                                                                                                                                                                                                        |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| North American Industry Classification Systems Code:                                                                                                                                                                                                                                                                   | 212            |
| Administrator:                                                                                                                                                                                                                                                                                                         |                |
| Number of Employees:                                                                                                                                                                                                                                                                                                   | 1,000 to 2,499 |
| Number of Sites Verified for:                                                                                                                                                                                                                                                                                          | 89             |
| <p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> <li>• ALABAMA 5 site(s)</li> <li>• KENTUCKY 13 site(s)</li> <li>• TENNESSEE 49 site(s)</li> <li>• ARKANSAS 9 site(s)</li> <li>• INDIANA 13 site(s)</li> </ul> |                |

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

|                   |                                   |             |                  |
|-------------------|-----------------------------------|-------------|------------------|
| Name:             | Zena H. Svendiman                 | Fax Number: | (615) 780 - 5813 |
| Telephone Number: | (615) 780 - 5651                  |             |                  |
| E-mail Address:   | zena.svendiman@rogersgroupinc.com |             |                  |
| Name:             | Connie S. Edwards                 | Fax Number: | (615) 564 - 5710 |
| Telephone Number: | (615) 780 - 5710                  |             |                  |
| E-mail Address:   | connie.edwards@rogersgroupinc.com |             |                  |



Company ID Number: 362997

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 at 888-464-4218.

Employer: Rogers Group, Inc.

Connie Edwards

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/07/2010

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/07/2010

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Rogers Group, Inc.

Company Facility Address: 421 Great Circle Road

Nashville, TN 37228

Company Alternate Address: P.O. Box 25250

Nashville, TN 37202

County or Parish: DAVIDSON

Employer Identification Number: 351418333



Company ID Number: 362997

- D. 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.
- E. 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.
- F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 362997

#### ARTICLE IV

##### SERVICE PROVISIONS

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

#### ARTICLE V

##### PARTIES

A. 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 User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.





Company ID Number: 362997

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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 DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee 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. The Employer must review the tentative nonconfirmation with the employee in private.
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 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 DHS through its toll-free hotline (as found on the referral letter) 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. The Employer agrees to check the E-Verify system regularly for case updates.
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 (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 362997

Article II.C.5. the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

### ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
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 system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it





Company ID Number: 362997

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 362997

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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 cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify; and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States.





Company ID Number: 362997

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, 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 perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-287-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, 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 except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 362997

and written information. The employer will use the photocopy to verify the photo and to assist DHS 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, 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 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 good faith 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 \$550 and \$1,100 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 an 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 based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system 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 for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has 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 User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer





Company ID Number: 362997

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide 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.

8. DHS agrees to provide 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 and all employees who are to be verified through the system.

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 most recent version of the E-Verify User 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 current 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 objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

\* 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 photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 362997

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 provide 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 within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide 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 non-citizens 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 DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials 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 (OSCE), Civil Rights Division, 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 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 employees' 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





Company ID Number: 362997

## 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 Department of Homeland Security (DHS) and Rogers Group, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 SSA as governed

**ATTACHMENT "K"****SUPPLEMENT TO GENERAL REQUIREMENTS, PART 2**  
**REVISED 5/13/11****GENERAL NOTES:**

The City of Huntsville currently has several projects that are ready to be contracted as soon as the periodic bid for various construction projects is awarded and the contract has been finalized. The City anticipates that the successful Contractor will be asked to prepare cost estimates on several projects ranging from \$10,000.00 to \$150,000.00+or-. Due to the amount of work that the City anticipates assigning to the successful Contractor immediately upon award, and the number of projects that will be ready to bid in the near future, the Contractor must provide with their bid documents, a business plan reflecting financial resources, manpower, equipment, and experience for similar projects. This information will be used as part of the evaluation process in determining the lowest overall responsible and responsive bidder. If this business plan is not included with the bid documents, it shall be cause for rejection of bid.

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

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

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



23. All traffic markings work shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, Division II, Part 6 Sections 701, 703, 705.
24. Unless otherwise specified, traffic markings shall be replaced exactly as traffic markings existing prior to resurfacing work.
25. All resurfaced areas shall be reflectively marked for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. Note price for color white or yellow, if priced separately in any category when a difference in price exists.
26. The contractor shall be responsible for all traffic control. A separate pricing section listing required items for Traffic Control is included in the bid documents. All traffic control devices and procedures must be in accordance with current edition of the Manual on Uniform Traffic Control Devices for work zone areas for each work item. The contractor shall be responsible for following this standard for all work activities within this bid. Questions should be directed to the COH Project Engineer.
27. The contractor shall provide his own supervision and management for all work to be performed. Further, the contractor shall provide to the City of Huntsville the names of those person(s) he has selected to provide liaison with the City for individual or groups of projects. The contractor will provide the name or names at the time work authorizations are issued.
28. All construction techniques and procedures and all materials provided shall be in accordance with City of Huntsville Standard Specifications for Construction of Public Improvements and State of Alabama Standard Specifications. All sanitary sewer, force main and pump station work will be performed in accordance with the City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2005, and City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2005, as prepared by the Office of the City Engineer of the City of Huntsville. These sewer manuals will supersede any sewer standards in the 1991 manuals and ALDOT Standard Specifications.
29. In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.
30. There is no guaranteed minimum amount of work nor a minimum or maximum project size. All work is to be determined by the COH.
31. Each project will include a price for the item of "contract mobilization" item. The payment of Contract Mobilization will cover any preparatory work and operations which must be performed or for costs incurred prior to the beginning of work. Payment will be made on 3% of the Total Project Cost, including Project Mobilization.
32. Work covered under "Project Mobilization" includes costs for preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the removal of those personnel, equipment, supplies, and incidentals from the project site. Payment will be made for each individual project based on the total Project Cost.
33. Definition of a Project: A "project" for this periodic bid is all work issued on a single work order and on a single purchase order and may include only one location or several locations with all locations stated on the work order/purchase order considered as a single project and all having the same start and end date.
34. **Determination of the LOWEST RESPONSIBLE BIDDER:**  
For the purpose of determining the lowest responsible bidder, the OWNER shall consider the Total Base Bid amount, as set forth in the Request for Bids. There is no guaranteed minimum or maximum amount of work or project size. The Total Base Bid amount will be used for evaluation purposes and does not guarantee the Total Base Bid amount to be expended over the life of the contract. Projects will vary in size and dollar amounts, as determined by the City. This method for determining the low bidder is for the purpose of allowing the City to procure the most

advantageous bid for the OWNER. The City reserves the right to reject any and all bids, and to rebid, if necessary.

35. All items of work specified in Attachment "A" must be bid. Any items that appear unbalanced may be cause for rejection of bid.
36. Any "unit price" which does not appear to be a reasonable price for the item of work, may be considered "unbalanced".
37. Wheel Chair Ramps Armor-Tile (or equal), or brick per detail – Sidewalk Construction will be constructed per specification with Detachable Warning Domes at Pedestrian Crosswalks and Details of Sidewalks, known as Attachment "P" attached.
38. This Periodic Bid for Asphalt Projects-2021 more particularly known as Project No. 71-21-SP38 requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal and Utility.

**The Contractor must sign and submit Attachment "K" agreeing to the terms and conditions as stated above with their bid documents or could be cause for rejection of bid.**



**(NAME OF CONTRACTOR & COMPANY)**

Derek M. Roberts, Division Vice President

August 27, 2021

**(DATE)**

**ATTACHMENT "L"**

**"In accordance with the Alabama Act 2016-312 as adopted, and approved on May 5, 2016, on behalf of Rogers Group, Inc. , I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with the jurisdiction with which this state can enjoy open trade.**



**Derek M. Roberts**

**Title: Division Vice President**

**(Signature of authorized individual)"**



**ATTACHMENT "M"**

**CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: \_\_\_\_\_

*Derek M. Roberts*

Name of Certifying Official (print): Derek M. Roberts

Title: Division Vice President

Date of Certification (mm/dd/yyyy): 08/27/2021

**SUPPLEMENT TO GENERAL REQUIREMENTS**  
**FOR**  
**CONSTRUCTION OF PUBLIC IMPROVEMENTS**  
**PERIODIC BID FOR ASPHALT PROJECTS-2021**  
**PROJECT #71-21-SP38**  
**CITY OF HUNTSVILLE, ALABAMA**

## **SUPPLEMENT TO GENERAL REQUIREMENTS**

### **1. GENERAL**

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

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

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

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

### **2. PROPOSAL PREPARATION**

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

(B) Details. On the proposal form, the bidder shall enter in words and numbers a unit price. The extended amount bid (unit price x quantity) will total automatically by a formula that has been designated by COH for the appropriate column of each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown, unless bidder is submitting a handwritten original. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and

discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. See Attachment "A".

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

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

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

### **3. QUANTITIES**

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

### **4. CHANGES TO CONTRACT**

#### **(A) Change to Contract Price.**

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

(B) Change to Unit Price.

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

(C) Change to Items.

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

(D) Change to Contract Time.

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

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

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

(E) Time extension for abnormal weather conditions

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

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

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

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

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

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

**5. MAINTAIN OFFICE**

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

## **6. SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. This document will be known as ATTACHMENT "C". Any additional subcontractors needed during the contract period shall be approved by the owner. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request for each work order.

## **7. BID BOND**

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

## **8. PERFORMANCE AND PAYMENT BONDS**

All bonds must be approved by the City of Huntsville. **Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.**

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

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

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

## **10. LICENSES AND CLASSIFICATIONS**

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (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.

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



#### **11. PERMITS**

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

#### **12. PAYMENT**

A COH PAY disk will be provided for each project to the successful contractor for submitting requests for payment. The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five 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 or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 29 FOR INFORMATION ON FINAL PAYMENT.

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

Before submitting a proposal, bidders shall examine carefully the proposal form, standard specifications, supplemental specifications, contract, and special provisions. It is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the requirements of standard specifications, supplemental specifications, special provisions, and contract. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the sole responsibility of the bidder.

#### **14. INCLUSIONS TO CONTRACT**

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

#### **15. COMMENCEMENT OF WORK**

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

#### **16. STORAGE OF MATERIALS**

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

## **17. LIQUIDATED DAMAGES**

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

## **18. TRAFFIC FLOW**

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

## **19. TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

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

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

(c) Reasonable costs of settling and paying claims arising out of the termination of

subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

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

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

## **20. TERMINATION FOR CAUSE**

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

## **21. UNBALANCED BIDS**

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

## **22. ADDITIONAL INSURANCE REQUIREMENTS**

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

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

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

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

Insurance should be written by this same insurance company.

**Commercial General Liability**

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

**2. Professional Liability**

N/A

**3. Automobile Liability**

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

**4. Worker's Compensation Insurance**

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

**5. Employers Liability Insurance**

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

**B. MINIMUM LIMITS OF INSURANCE**

**1. General Liability**

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

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

**2. Professional Liability**

N/A

**3. Automobile Liability**

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

**4. Worker's Compensation**

As required by the State of Alabama Statute.

**5. Employers Liability**

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

### **C. OTHER INSURANCE PROVISIONS**

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

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

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

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

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

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

#### **2. All Coverages**

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

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

### **D. ACCEPTABILITY OF INSURERS**

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

### **E. VERIFICATION OF COVERAGE**

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

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

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects,



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

#### **G. HOLD HARMLESS AGREEMENT**

##### **1. Other Than Professional Liability Exposures**

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

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

#### **23. DOMESTIC PREFERENCES**

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

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

#### **24. 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.

#### **25. 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.

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

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

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

**27. 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.

**28. COORDINATION WITH OTHER CONTRACTORS**

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

**29. 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)

**30. FINAL PAYMENT**

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

**31. PROJECT COMPLETION DATE**

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

**32. 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.

**33. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

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

**34. 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.

**35. RESERVED**

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

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

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

**37. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS**

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

**38. NPDES CONSTRUCTION REQUIREMENTS**

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

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or

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

### **39. E-VERIFY STATEMENT**

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

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

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

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

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

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

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

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



#### **41. SURVIVABILITY OF CONTRACT PROVISIONS**

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

#### **42. SURETY BONDS**

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

#### **43. GOVERNING LAW**

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

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

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

#### **45. SUCCESSORS AND ASSIGNS**

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

#### **46. WRITTEN NOTICE**

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

#### **47. RIGHTS AND REMEDIES**

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

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach



there under, except as may be specifically agreed in writing.

**48. ENTIRE AGREEMENT**

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



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **PERIODIC BID FOR ASPHALT PROJECTS-2021**

**Project No. 71-21-SP38**

**August 24, 2021**

### **Addendum #1**

**Attached are the minutes from the Mandatory Pre-Bid Meeting held on Friday, August 20, 2021.**

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications 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. 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**

**END OF ADDENDUM #1**

**The Star of Alabama**

# MANDATORY PRE-BID MEETING

## MINUTES

PROJECT NAME: Periodic Bid for Asphalt Projects-2021

PROJECT NUMBER: 71-21-SP38

DATE: August 20, 2021

PROJECT ENGINEER: Chris McNeese/Scott Richardson

|                  |                         |
|------------------|-------------------------|
| Ricky Cross      | Midsouth Paving         |
| Graham Wiseman   | Midsouth Paving         |
| Justin Griggs    | Rogers Group, Inc.      |
| Wally North      | Wiregrass Construction  |
| Nicholas Nene    | COH Traffic Engineering |
| Chris McNeese    | COH Public Works        |
| Scott Richardson | COH Public Works        |
| Mary Ridgeway    | COH Engineering         |
| Angela Gurley    | COH Engineering         |

1. Introduction of all person's present
2. Work Description (Project Scope)

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

3. No permits are required for this project except for ALDOT or the Railroad. If there are any requests from either of these, it will be the contractor's responsibility to obtain those permits.
4. There are no known conflicting projects.
5. Schedule of Work
  - a. Critical Path – Depending on the project there may be a request for a critical path.

- b. Need by first payment
- c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

6. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)

- a. Review plan sheets
- b. Review Special Provisions and Specifications
- c. Reference State or City Standard Specifications
- d. Enforce ADA Standards for ROW construction.
- e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
- f. Schedule for review of shop drawings/material submittals.
- g. State of Alabama License Classification required – (HS) Highways & Streets or (MU) Municipal & Utility
  - A new speed table detail was presented that references a 6' horizontal 3" rise, a 10' table and an overall 6' decline down to the wearing course grade and keyed in on both sides. Chris said there was a question about the pay item. Chris said it will be paid based on a 24' wide asphalt width. If it is over or under Chris said it will be prorated.
  - The striping will need to be thermoplastic.
  - There will be a one-year warranty.

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.

- h. Asphalt mix design may be requested.
- i. Council Approval – September 9, 2021

#### 7. Bid Sheet (Quantities)

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.

- a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
- b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with ...."

#### 8. Payment

The OWNER agrees to pay the contractor as follows: Payment # 1 by the OWNER shall be a partial payment to the Contractor on the basis of duly certified and approved estimates of the total quantity of work performed by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all advertisements of the work have been performed. Payment # 2 by the OWNER shall be made after the City has received verification that the project has been advertised per the requirements of this Contract. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales-Robinson in the Engineering Department. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.



- a. Date for payment submittal monthly
  - i. Process for monthly quantities
  - ii. Monthly Progress Meetings
  - iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
  - iv. Define Substantial Completion – Project in usable condition for intended purpose
  - v. Liquidated Damages
  - vi. One year warranty period begins upon substantial complete.
9. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.
10. Subcontractors

Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment “D” – “Subcontractor’s Listing” in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the “Subcontractor’s Listing” updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.
11. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)

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.
12. Questions

Q: Justin asked who is responsible for the permits.

A: Chris said it is the contractor’s responsibility.

Q: Justin asked how the contractor will know the cost of the permits.

A: Chris stated that will not be determined until there is a specific need for it.

Q: Justin asked if a double tack is acceptable.

A: Chris stated that ultra-fuse is required by ALDOT and that double tack would be acceptable.

Q: Justin asked if the double tack will be paid by the gallon.

A: Chris stated it will be paid complete in place.

Q: Justin asked how the OGFC item will be paid.

A: Chris stated that it will be included in the OGFC pay item.

Q: Justin asked if the concrete item is all inclusive.

A: Chris stated it is complete in place.

Q: Justin asked who will retain the rap from the milled streets.

A: Chris stated the city will designate a place to retain the 800 tons of rap on the city's lot.

Q: Justin asked if anything over the 800 tons will be the contractors responsibility.

A: Chris stated yes.

Q: Question asked if the information regarding the 800 tons of rap will be explained in an addendum.

A: Chris stated it will be part of the pre-bid notes.

Q: Justin asked if there is an asphalt index.

A: Chris stated no.

Q: Justin asked about the pricing since no asphalt index is available.

A: contractor has a right to refuse the renewal of the contract.

Q: Justin asked if there will be material increases for the second or third year.

A: Chris stated no.

Q: Justin asked if the asphalt items will be 100% limestone.

A: Chris stated yes.

Q: Justin asked if there is slag or anti-skid in the wearing surfaces

A: Chris said no.

Q: Justin asked if the process could be explained for the request of street work from start to finish.

A: Scott said he will send the contractor's contact an email to look at a

section of a street from start to end, the contractor will then send an estimate of that work, someone from Public Works will send a purchase order to contractor and the contractor will provide an affidavit and it will then go to Finance.

Q: Justin asked if the estimate will be based on the quantities and the unit price of the contract.

A: Scott said yes.

Q: Can monthly billing be done upon completion of project.

A: Scott said the contract states monthly should not be an issue.

Q: Justin asked if the retainage will be held on the specific street until it is complete.

A: Scott said yes. Chris said it will also depend on whether the street is held together as a group.

Q: Justin asked who will provide the quantities for pricing.

A: Scott said Public Works will go out and do a preliminary assessment and will then let the contractor come and go over it before it is priced.

Q: Justin asked if all streets will require thermoplastic striping.

A: Nicholas with Traffic said it will need to be thermoplastic.

Q: Justin asked if a bid CD is required or can it be a flash drive.

A: Mary said either or is acceptable.

Q: Question asked how many speed tables will be used in this project.

A: Scott said there is none at this time.

Q: Hannah asked if every speed table will be taken up and replaced.

A: Chris said yes. Every plastic speed cushion will be removed and replaced with the speed hump spec attached to this contract. All existing asphalt speed tables will remain.

Q: Justin asked if patching is needed, will it need to be patched and then milled.

A: Chris said it will be leveled up before it is milled.

Q: Justin asked how the patching will affect the warranty period.

A: Chris stated he will follow the terms of the contract. Public works will make a note that it was patched so the contractor will not be held to that work. Patching identified before a street is milled is subject to changes after the milled surface is revealed.

Q: Justin asked if the award of the bid will be based on unit prices only.

A: Chris stated it will be based on the total contract price and the lowest bidder of all items.

Q: Justin asked who is responsible for the testing.

A: Chris said it will be completed in house.

Q: Justin asked if the 5% retainage will be the on total amount per street.

A: Chris stated it will be per improvement

All questions were answered, and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** 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 **Tuesday, August 24, 2021, until 5:00 p.m.** via fax (256) 427-5325 or email to: [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov)

Response to contractor questions will be **Wednesday, August 25, 2021, until 5:00 p.m.**

**Bids open: Friday, August 27, 2021, at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

**General Notes:**

- The award of bid will be based on unit prices only.
- Every item on the bid must be bid.
- For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for 4 weeks and retainage is held until proof is submitted. The proof of advertisement is required, any lien waivers involving subcontractors, and any warranties. If there are no lien waivers a letter is required stating there are no lien waivers.
- To get a project started, Odessa Sales-Robinson will get a PO#, start and end date, and fax to contractor. The original will be mailed.
- The contract is good for one (1) year; can be extended up to three (3) years. There is no provision to increase any unit prices after the one (1) year contract period expires. Contractor has the option to opt out after the first year if he feels he cannot absorb material price increases. The City will send a letter to the Contractor with the option to renew after one (1) year.
- Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991).
- The City will do any required testing.
- Each project will be considered as a separate project as far as retainage is concerned. Five percent of the total project amount will be withheld.
- Bond is required for one (1) year at the award of bid; if bid is extended to the same Contractor, bond must be extended.
- No digital as-builts are required.
- Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

Meeting Adjourned.





# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **PERIODIC BID FOR ASPHALT PROJECTS-2021**

**Project No. 71-21-SP38**

**August 25, 2021**

### **Addendum #2**

#### **RESPONSE TO CONTRACTOR QUESTIONS:**

- Q: Attachment K "Supplement to General Requirements, Part 2, Revised 5/13/11" No. 18 says Base failure repair (in excess of 6" in depth) will require placement of dense graded base. Is there a bid item for this work or will it be priced if encountered?
- A: No bid item. Priced if encountered.
- Q: Attachment K "Supplement to General Requirements, Part 2, Revised 5/13/11" No. 20 says French drains will be constructed and installed per City of Huntsville Standard Specifications. Is there a bid item for this work or will it be priced if encountered?
- A: No bid item. Priced if encountered.
- Q: Attachment K "Supplement to General Requirements, Part 2, Revised 5/13/11" No. 25 says that All resurfaced areas shall be reflectively marked for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. Is there a bid item for this work or will it be priced if encountered? Or, will it be performed by the City under another contract?
- A: It will be performed by the City under another contract.
- Q: At the pre-bid it was stated that all markings will be thermoplastic. Is there a bid item for this work or will it be priced if encountered? Or, will it be performed by the City under another contract?
- A: It will be performed by the City under another contract.
- Q: Is there an approximate budget for the contract term?
- A: No
- Q: Is there an approximate tonnage for the contract term?
- A: Total of Items B4, B5, B6, B7, and B8

**The Star of Alabama**

Q: Can you give any information on the past contracts item usage? (tons of each mix, number of Handicap ramps, etc.)

A: No

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for relection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.**

**END OF ADDENDUM #2**

## **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 Rogers Group, Inc., in the Not-to-Exceed amount (NTE) amount of FOUR MILLION FOUR HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$4,411,750.00), for Periodic Bid for Asphalt Projects-2021, Project No. 71-21-SP38, which is being submitted to the City Council of the City of Huntsville for approval on this the 9th day of September, 2021, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

\_\_\_\_\_  
Chris McNeese  
Director of Public Works

### **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.”

### **Representation Pursuant to Code of Alabama) § 41-16-5 (b)**

**By signing this contract, Rogers Group, Inc., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

\_\_\_\_\_  
Rogers Group, Inc.  
(Company)

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