



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2108

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, Mark Johnson Construction, L.L.C., for Construction Periodic for Sanitary Sewer Operations-2023, Project No. 71-22-SP38.

Resolution No.

Finance Information:

Account Number: assigned individually as work orders are delivered to the contractor.

City Cost Amount: \$6,922,600.00

Total Cost: \$6,922,600.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This periodic bid is to provide work consisting of Wastewater Treatment Plant and Pump Station rehabilitation and new construction projects for a total contract amount of \$6,922,600.00. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two

(2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer.

RESOLUTION NO. 22-

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, Mark Johnson Construction, L.L.C., in the Not-to-Exceed (NTE) amount of SIX MILLION NINE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$6,922,600.00), for Construction Periodic for Sanitary Sewer Operations-2023, Project No. 71-22-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 Mark Johnson Construction, L.L.C., for Construction Periodic for Sanitary Sewer Operations-2023, Project No. 71-22-SP38," consisting of a total of one (1) page plus sixty-nine (69) additional pages consisting of Attachments A1-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of October 13, 2022, 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 13th day of October, 2022.

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

APPROVED this the 13th day of October, 2022.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
MARK JOHNSON CONSTRUCTION, L.L.C.
FOR
CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023
PROJECT NO. 71-22-SP38**

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

THIS CONTRACT, made and entered into this 13th day of October, 2022, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MARK JOHNSON CONSTRUCTION, L.L.C., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Construction Periodic for Sanitary Sewer Operations-2023, Project No. 71-22-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 "A1".

\_\_\_\_\_  
Mark Johnson Construction, L.L.C.

BY:

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

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

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

\_\_\_\_\_  
City Council President

DATE: October 13, 2022

**CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023**  
**PROJECT #71-22-SP38**

**CITY OF HUNTSVILLE, ALABAMA**

**TABLE OF CONTENTS**

|                                                     |                |
|-----------------------------------------------------|----------------|
| Bid Quantities                                      | ATTACHMENT A 1 |
| 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   |
| Sample Copy of Invoice                              | ATTACHMENT G   |
| W9 Taxpayer Information                             | ATTACHMENT H   |
| City of Huntsville Report of Ownership Form         | ATTACHMENT I   |
| Alabama Act 2016-312                                | ATTACHMENT J   |
| Certificate of Compliance with Alabama Act 2016-312 | ATTACHMENT K   |
| Tracer Wire Specification                           | ATTACHMENT L   |

**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<br>Utilities Prior to Construction Initiation | 25                 |

## TABLE OF CONTENTS (CONTINUED)

| SECTION DESCRIPTION                                                                                                                      | SECTION NO. |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 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          |
| Successors & Assigns                                                                                                                     | 44          |
| Written Notice                                                                                                                           | 45          |
| Rights & Remedies                                                                                                                        | 46          |
| Entire Agreement                                                                                                                         | 47          |

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                     |  |           |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|---------------------|--|-----------|
| <b>ATTACHMENT "A1"</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                     |  | 9/20/2022 |
| City of Huntsville                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                     |  |           |
| Construction Periodic for Sanitary Sewer Operations-2023 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                     |  |           |
| Project No. 71-22-SP38                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                     |  |           |
| <b>ITEM #</b>                                            | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b>   |  |           |
| <b>1</b>                                                 | <b>A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES)</b>                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>1</b>       |                 |                   |                     |  |           |
| <b>2</b>                                                 | <b>Truck Driver:</b> Drive tractor-trailer truck to transport fabricated products or materials to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location as specified by the City of Huntsville.                                                                                                                                                                                                        | <b>5,000</b>   | <b>HR</b>       | <b>\$160.00</b>   | <b>\$800,000.00</b> |  |           |
| <b>3</b>                                                 | <b>Coating Applicator:</b> Technician applies wastewater grade coating to manufacturers specification whether onsite or within contractors shop. The per hour rate shall include full compensation for technician, expendables and the use of all coating equipment either onsite or within the contractors shop where certified coating is required. Contractor shall be paid for the coating materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate. | <b>5,000</b>   | <b>HR</b>       | <b>\$103.00</b>   | <b>\$515,000.00</b> |  |           |

| <b>ATTACHMENT "A1"</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                     | 9/20/2022 |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|---------------------|-----------|
| <b>City of Huntsville</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                     |           |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                     |           |
| <b>Project No. 71-22-SP38</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                     |           |
| <b>ITEM #</b>                                                   | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b>   |           |
| <b>4</b>                                                        | <b>Sandblaster:</b> Technician abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Contractor shall be paid for the abrasive materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate.                                                                                                                                                                                   | <b>5,000</b>   | <b>HR</b>       | <b>\$174.00</b>   | <b>\$870,000.00</b> |           |
| <b>5</b>                                                        | <b>Welder:</b> A person to lay out, fit, and fabricate metal components to assemble structural forms, such as machinery frames, bridge parts, and pressure vessels, using knowledge of welding techniques, metallurgy, and engineering requirements. Includes experimental welders who analyze engineering drawings and specifications to plan welding operations where procedural information is unavailable. The per hour rate shall include full compensation for technician, expendables and the use of all welding equipment within the contractors shop where certified welding is required. Contractor shall have competent welders holding certifications in ASME IX and AWS D1.1. | <b>5,000</b>   | <b>HR</b>       | <b>\$163.00</b>   | <b>\$815,000.00</b> |           |



| ATTACHMENT "A1"                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |          |            | 9/20/2022    |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|------------|--------------|
| City of Huntsville                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |          |            |              |
| Construction Periodic for Sanitary Sewer Operations-2023 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |          |            |              |
| Project No. 71-22-SP38                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |          |            |              |
| ITEM #                                                   | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BID QTY | BID UNIT | UNIT PRICE | BID AMOUNT   |
| 6                                                        | <b>Millwright:</b> A person who installs stationary industrial machinery and mechanical equipment according to layout plans using hand and power tools, inspects and examines machinery and equipment to detect irregularities and malfunctions, adjusts machinery, repairs or replaces defective parts, operates machine tools to fabricate parts required during overhaul, maintenance, or set-up of machineries, and ensures operating safety devices function properly on completion of repairs, modifications, and installations.                                                                                                                                                                                             | 5,000   | HR       | \$167.00   | \$835,000.00 |
| 7                                                        | <b>Machinist:</b> A tradesman who sets up and operates conventional, special-purpose, and numerical control machines and machining centers to fabricate metallic and nonmetallic parts, and fits and assembles machined parts into complete units, applying knowledge of machine shop theory and procedures, shop mathematics, machinability of materials, and layout techniques: Studies blueprints, sketches, drawings, manuals, specifications, or sample parts to determine dimensions and tolerances of finished workpiece, sequence of operations, and setup requirements. The per hour rate shall include full compensation for technician, expendables and the use of all machining equipment within the contractors shop. | 5,000   | HR       | \$167.00   | \$835,000.00 |

| <b>ATTACHMENT "A1"</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                 |                   |                     | 9/20/2022 |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|---------------------|-----------|
| <b>City of Huntsville</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                 |                   |                     |           |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                 |                   |                     |           |
| <b>Project No. 71-22-SP38</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                 |                   |                     |           |
| <b>ITEM #</b>                                                   | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b>   |           |
| <b>8</b>                                                        | <b>Form Carpenter:</b> A carpenter must be able to solve mathematical problems to properly measure for the amount of materials needed to construct a form. A form carpenter should also be organized to plan the sequence of work from start to finish, and he must be able to use carpentry tools such as hand saws, electric saws and drills. A form carpenter should have a good eye for detail and be able to check that the work is level, plumb and square. He must also be able to read and understand blueprints, diagrams, and local and national building codes. The unit hour rate shall include the carpenter, all hand tools, expendables and electric tools necessary for form carpentry. | <b>5,000</b>   | <b>HR</b>       | <b>\$167.00</b>   | <b>\$835,000.00</b> |           |
| <b>9</b>                                                        | <b>Concrete Finisher:</b> Tradesman should be able to perform minor forming and the placement of structural reinforcing per plans and documents. Tradesman should also be proficient in the placement, vibration and finishing of both structural and flatwork concrete projects. Per hour rate shall include the tradesman, hand tools and expendables for concrete construction.                                                                                                                                                                                                                                                                                                                      | <b>5,000</b>   | <b>HR</b>       | <b>\$167.00</b>   | <b>\$835,000.00</b> |           |

|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   |                       |
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|                                                                                                                                                                                                          | <b>ATTACHMENT "A1"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                 |                   | 9/20/2022             |
|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   |                       |
|                                                                                                                                                                                                          | <b>City of Huntsville</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |                 |                   |                       |
|                                                                                                                                                                                                          | <b>Construction Periodic for Sanitary Sewer Operations-2023</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   |                       |
|                                                                                                                                                                                                          | <b>Project No. 71-22-SP38</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                 |                   |                       |
|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   |                       |
| <b>ITEM #</b>                                                                                                                                                                                            | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b>     |
| <b>10</b>                                                                                                                                                                                                | <b>Tradesman Helper:</b> Said helper shall be an aid to any of the tradesman listed above. Helpers shall be semi-skilled in the trade to which he is deployed and utilize the tools of the tradesman he is assisting. The per unit hour rate shall be all inclusive number for this helper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>5,000</b>   | <b>HR</b>       | <b>\$75.00</b>    | <b>\$375,000.00</b>   |
| <b>11</b>                                                                                                                                                                                                | <b>Project Superintendent:</b> A person to coordinate and manage all on-site activities and personnel associated with the project. Superintendent must be able to plan, assess, delegate, and problem solve in the field environment and make necessary adjustments to safely bring the work to completion in a timely manner. Project superintendent will be the direct point of contact to the Owner and be involved in the planning and development phase for the projects as well as managing the execution of all project related tasks. Additionally, this person will be responsible for the development and submittal of all material lists if necessary for the projects as well as formulate and execute all project pay requests to the Owner for review and acceptance. | <b>1,200</b>   | <b>HR</b>       | <b>\$173.00</b>   | <b>\$207,600.00</b>   |
| <b>TOTAL BASE BID PRICE (for evaluation purposes only):</b> Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   | <b>\$6,922,600.00</b> |

| ATTACHMENT "A1"                                                                                                                                   |             |         |          |            | 9/20/2022  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|----------|------------|------------|
| City of Huntsville                                                                                                                                |             |         |          |            |            |
| Construction Periodic for Sanitary Sewer Operations-2023                                                                                          |             |         |          |            |            |
| Project No. 71-22-SP38                                                                                                                            |             |         |          |            |            |
| ITEM #                                                                                                                                            | DESCRIPTION | BID QTY | BID UNIT | UNIT PRICE | BID AMOUNT |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION. |             |         |          |            |            |

COMPANY Mark Johnson Construction, LLC

SIGNATURE [Signature]

DATE 9/21/22

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

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

**PROPOSAL OF:** Mark Johnson Construction, LLC  
(NAME)  
PO Box 20040 Tuscaloosa, AL 35402  
(ADDRESS)  
Physical Shipping: 4200 Joe Mallisham Pkwy., Tuscaloosa, AL 35401

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-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 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.

**CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-SP38  
PAGE TWO**

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.

CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-SP38  
PAGE THREE

DATED: \_\_\_\_\_ September 21, 20 22.

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

(LLC)

SIGNATURE OF BIDDER

BY J. Mark Johnson, Manager

ADDRESS OF BIDDER PO Box 20040 Tuscaloosa, AL 35402

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

J. Mark Johnson PO Box 20040 Tuscaloosa, AL 35402

OUR CONTRACTOR'S STATE LICENSE NO. IS MU-U-46597

(IF A CORPORATION)

SIGNATURE OF BIDDER

BY

BUSINESS ADDRESS

INCORPORATED UNDER THE LAWS OF THE STATE OF

NAMES

PRESIDENT

OF

SECRETARY

OFFICERS

TREASURER

**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"

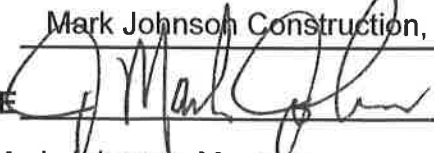
CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-SP38

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                   | 9/19/22              |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |
|                     |                      |

COMPANY Mark Johnson Construction, LLC

SIGNATURE 

TITLE J. Mark Johnson, Manager

DATE 9/21/22



**ATTACHMENT "D"**

**CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-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)                    |                                  |                           |                       |                                                |
| Street Lights                               |                                  |                           |                       |                                                |
| Electrical                                  |                                  |                           |                       |                                                |
| Water                                       |                                  |                           |                       |                                                |
| Asphalt                                     |                                  |                           |                       |                                                |
| Landscaping (Trees, grassing)               |                                  |                           |                       |                                                |
| Irrigation                                  |                                  |                           |                       |                                                |
| Striping                                    |                                  |                           |                       |                                                |
| Sewer Testing                               |                                  |                           |                       |                                                |
| Guardrails                                  |                                  |                           |                       |                                                |
| Handrails                                   |                                  |                           |                       |                                                |
| Painting                                    | Industrial Coatings Group, Inc.  | 48244                     | Jemison, AL 35085     | Paint Sub                                      |
| Special (fencing, benches, dewatering etc.) |                                  |                           |                       |                                                |
| Mechanical                                  |                                  |                           |                       |                                                |
| SCADA                                       |                                  |                           |                       |                                                |
| Other                                       | Tommy Stanley                    | 052583                    | Hanceville, AL        | Carpentry Sub                                  |

**ATTACHMENT "E"**

**CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023  
PROJECT #71-22-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. Hilliard Fletcher WWTP Digester System Heating Evaluation & Improv. Proj.-Phase I \$1,678,500.00**

4010 Kauloosa, Tuscaloosa, AL 35401

City of Tuscaloosa - Kimberly Michal 205-826-8922

Engineer: Ray Miller, PE - Volkert 205-391-0955

**2. Madison Quarry WTP Expansion \$20,146,768.60**

420 Dunlop Blvd. Madison, AL

Madison Utilities

Krebbs Engineering Caleb Leach 205-987-7411

**3. Al Seier Pump Station Repairs \$922,588.00**

3586 Chapel Lane S, Hoover, AL

City of Hoover

Engineer: CDM Smith - Kaitlin V. Allen 404.720.1342

**4. Liberty Park WRF Capacity Expansion \$ \$5,559,380.00**

13059 Liberty Parkway Vestavia Hills, AL 35242

Enviro Services

Engineers of the South Wynn Echols 205-327-9140

**5. Leeds WWTP Clarifier Repair \$118,660.00**

Leeds, AL

Jefferson Co. Environmental Services

Hazen & Saywer - Tad Powell 205-547-5960

ATTACHMENT "F"

MANDATORY Pre-bid meeting to be held on Tuesday, September 13, 2022, 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: Construction Periodic for Sanitary Sewer Operations-2023, more particularly known as Project No. 71-22-SP38

Description of Project: A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. 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, Construction Periodic for Sanitary Sewer Operations-2023, more particularly known as Project No. 71-19-SP53 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 21st day of September, 2022, until 10:00 am. Each bid shall be accompanied by Bid Bond in the amount of five percent of the bid. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. If bids are mailed, please address them to Attn: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, Huntsville, AL 35801.

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.

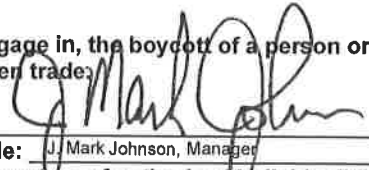
**ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))**

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 Mark Johnson Construction, LLC (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:** J. Mark Johnson, Manager  
(Signature of authorized individual) "

**Advertise date:** 9/04/22

**ATTACHMENT "G"**  
**SAMPLE FORM**

**REQUEST FOR PAYMENT**  
**CITY OF HUNTSVILLE ENGINEERING DIVISION**

PROJECT NAME AND NUMBER: \_\_\_\_\_

ESTIMATE NUMBER: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ TO \_\_\_\_\_

CONTRACT DURATION \_\_\_\_\_ DAYS

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ 1/0/00 TOTAL CONTRACT TIME (3) \_\_\_\_\_ 0 \_\_\_\_\_ DAYS

TIME C.O. # 1 \_\_\_\_\_

TIME C.O. # 2 \_\_\_\_\_

TIME C.O. # 3 \_\_\_\_\_

CONTRACT DAYS REMAINING \_\_\_\_\_ 0 \_\_\_\_\_

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

C.O. # 1 \$ \_\_\_\_\_

C.O. # 2 \$ \_\_\_\_\_

C.O. # 3 \$ \_\_\_\_\_

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ \_\_\_\_\_

MATERIAL STORED (INVOICE ATTACHED) \$ \_\_\_\_\_

RETAINAGE (5%) OF 50% OF CONTRACT \$ \_\_\_\_\_

AMOUNT EARNED AFTER RETAINAGE \$ \_\_\_\_\_

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

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

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ \_\_\_\_\_

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ \_\_\_\_\_

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE \_\_\_\_\_ DAYS =

TOTAL CONTRACT TIME (3) 0 DAYS

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

TOTAL CONTRACT AMOUNT -

C: PROGRESS OF WORK: B - A: =

**CONTRACTORS CERTIFICATE**

I, \_\_\_\_\_, the duly qualified, acting and authorized agent for the contractor \_\_\_\_\_

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

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_

SIGNATURE

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

**APPROVED FOR PAYMENT**

BY: \_\_\_\_\_ CONSTRUCTION INSPECTOR

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

BY: \_\_\_\_\_ PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: \_\_\_\_\_

#### **ATTACHMENT "H"**

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

## ATTACHMENT "I"

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

## A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mark Johnson Construction, LLC
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:<br>27-3845896 Alabama                |
| <input type="checkbox"/> LLC (Multi-Member)                                         | Number & State:                                      |
| <input type="checkbox"/> Corporation                                                | Number & State:                                      |
| <input type="checkbox"/> Other, please explain:                                     | Number & State (if a filing entity under state law): |

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

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

Signature: Title (if applicable): ManagerType or legibly write name: J. Mark JohnsonDate: 9/21/22





Company ID Number: 424378

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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



Company ID Number: 424378

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 424378

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

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

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

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

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

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

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



Company ID Number: 424378

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

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

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

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

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

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



Company ID Number: 424378

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

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

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

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

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

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

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

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

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



Company ID Number: 424378

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



Company ID Number: 424378

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

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

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

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

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

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

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

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

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

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

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

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



Company ID Number: 424378

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

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





Company ID Number: 424378

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 424378

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

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

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

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

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

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

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



Company ID Number: 424378

## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 424378

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

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

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

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



Company ID Number: 424378

Approved by:

|                                                                   |                           |
|-------------------------------------------------------------------|---------------------------|
| <b>Employer</b><br>Mark Johnson Construction, LLC                 |                           |
| <b>Name (Please Type or Print)</b><br>Joseph M Johnson            | <b>Title</b><br>Manager   |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>06/20/2011 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>06/20/2011 |



Company ID Number: 424378

### Information Required for the E-Verify Program

#### Information relating to your Company:

|                                                     |                                                  |
|-----------------------------------------------------|--------------------------------------------------|
| Company Name                                        | Mark Johnson Construction, LLC                   |
| Company Facility Address                            | 4200 Joe Mallisham Pkwy.<br>Tuscaloosa, AL 35401 |
| Company Alternate Address                           | P.O. Box 20040<br>Tuscaloosa, AL 35402           |
| County or Parish                                    | TUSCALOOSA                                       |
| Employer Identification Number                      | 273845896                                        |
| North American Industry Classification Systems Code | 237                                              |
| Parent Company                                      | LLC                                              |
| Number of Employees                                 | 20 to 29                                         |
| Number of Sites Verified for                        | 1                                                |



Company ID Number: 424378

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

ALABAMA

1 site(s)



Company ID Number: 424378

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

Name Kristy M Fife  
Phone Number (205) 752 - 1978  
Fax Number (205) 737 - 7304  
Email Address kristy@mjohnsonconstruction.com





Company ID Number: 424378

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ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of  
Mark Johnson Construction, LLC *(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: J. Mark Johnson, Manager  
*(Signature of authorized individual) "*

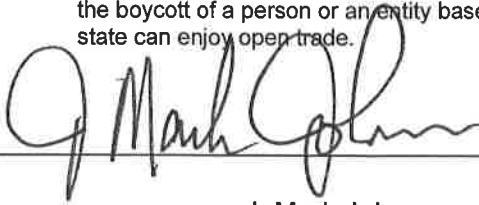
ATTACHMENT "K"

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: \_\_\_\_\_



Name of Certifying Official (print): J. Mark Johnson

Title: Manager

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

09/21/2022

**ATTACHMENT "L"**

**TRACER WIRE SPECIFICATION**

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023

PROJECT #71-22-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 "D". Any additional subcontractors needed during the contract period shall be approved by the owner. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request for each work order.



## **7. BID BOND**

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

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

All bonds must be approved by the City of Huntsville. **Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, 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 (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. The coverage should include waiver of subrogation.

### **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 of Record shall be required to carry insurance.

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

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

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

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

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

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

#### **24. TIME IS OF THE ESSENCE**

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

#### **25. NO DAMAGES FOR DELAYS**

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

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

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

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

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

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

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

#### **28. WARRANTIES**

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

#### **29. COORDINATION WITH OTHER CONTRACTORS**

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

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

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices

can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

**31. FINAL PAYMENT**

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

**32. PROJECT COMPLETION DATE**

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

**33. LIEN WAIVERS**

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

**34. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

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

**35. NON-RESIDENT BIDDERS**

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

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

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

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



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

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

### **38. NPDES CONSTRUCTION REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **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

## **CONSTRUCTION PERIODIC FOR SANITARY SEWER OPERATIONS-2023**

**Project No. 71-22-SP38**

**September 19, 2022**

### **Addendum #1**

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

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

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

#### **QUANTITY REVISIONS**

##### **Add**

- Project Superintendent: A person to coordinate and manage all on-site activities and personnel associated with the project. Superintendent must be able to plan, assess, delegate, and problem solve in the field environment and make necessary adjustments to safely bring the work to completion in a timely manner. Project superintendent will be the direct point of contact to the Owner and be involved in the planning and development phase for the projects as well as managing the execution of all project related tasks. Additionally, this person will be responsible for the development and submittal of all material lists if necessary for the projects as well as formulate and execute all project pay requests to the Owner for review and acceptance.** 1,200 HR

The Star of Alabama

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 Meeting Minutes  
Revised Quantities-Attachment A1

**END OF ADDENDUM #1**

# MANDATORY PRE-BID MEETING

## MINUTES

PROJECT NAME: Construction Periodic for Sanitary Sewer Operations-2023

PROJECT NUMBER: 71-22-SP38

DATE: September 13, 2022

PROJECT ENGINEER: Taylor Baker

PROJECT INSPECTOR: Robin Christopher

1. Introduction of all persons present
2. Work Description (Project Scope)

|                  |                             |
|------------------|-----------------------------|
| Forrest Pearson  | Mark Johnson Construction   |
| Mary Ridgeway    | COH Engineering             |
| Angela Gurley    | COH Engineering             |
| Kerri Bevilacqua | COH Water Pollution Control |
| Matt Reynolds    | COH Water Pollution Control |
| Taylor Baker     | COH Water Pollution Control |

Description of Project: A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. 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. Work will be performed within the confines of the Wastewater Treatment Plants or Pump Station. Contractor will be responsible for welding, installation of pumps, motors, breaker arms and sanitary sewer rehabilitation inside the Pump Stations and Wastewater Treatment Plants.

3. Permits – Any permits needed for this project will be obtained by the City of Huntsville.
4. Utility Project Notification
  - a. Responsibility of Contractor to locate and coordinate with existing Utilities. If a shutdown is needed, please coordinate with the Utilities.

5. Schedule of Work
  - 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 – (MU) Municipal & Utility

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

- h. Anticipated Council Approval – October 13, 2022

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: Forrest asked about the amount for each bid item.

A: Taylor said the bid tab is set up as an hourly rate for personnel.

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 **Thursday, September 15, 2022, 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 **Monday, September 19, 2022, until 5:00 p.m.**

**Bids open: Wednesday, September 21, 2022, 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.

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                   |           |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|-------------------|-----------|
|               | <b>ATTACHMENT "A1"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   | 9/19/2022 |
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                   |           |
|               | City of Huntsville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                 |                   |                   |           |
|               | <b>Construction Periodic for Sanitary Sewer Operations-2023</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                   |           |
|               | <b>Project No. 71-22-SP38</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                 |                   |                   |           |
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                 |                   |                   |           |
| <b>ITEM #</b> | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b> |           |
| <b>1</b>      | <b>A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES)</b>                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>1</b>       |                 |                   |                   |           |
| <b>2</b>      | <b>Truck Driver:</b> Drive tractor-trailer truck to transport fabricated products or materials to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location as specified by the City of Huntsville.                                                                                                                                                                                                        | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |
| <b>3</b>      | <b>Coating Applicator:</b> Technician applies wastewater grade coating to manufacturers specification whether onsite or within contractors shop. The per hour rate shall include full compensation for technician, expendables and the use of all coating equipment either onsite or within the contractors shop where certified coating is required. Contractor shall be paid for the coating materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate. | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |

| <b>ATTACHMENT "A1"</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   | 9/19/2022 |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|-------------------|-----------|
| <b>City of Huntsville</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |           |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |           |
| <b>Project No. 71-22-SP38</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |           |
| <b>ITEM #</b>                                                   | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b> |           |
| <b>4</b>                                                        | <b>Sandblaster:</b> Technician abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Contractor shall be paid for the abrasive materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate.                                                                                                                                                                                   | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |
| <b>5</b>                                                        | <b>Welder:</b> A person to lay out, fit, and fabricate metal components to assemble structural forms, such as machinery frames, bridge parts, and pressure vessels, using knowledge of welding techniques, metallurgy, and engineering requirements. Includes experimental welders who analyze engineering drawings and specifications to plan welding operations where procedural information is unavailable. The per hour rate shall include full compensation for technician, expendables and the use of all welding equipment within the contractors shop where certified welding is required. Contractor shall have competent welders holding certifications in ASME IX and AWS D1.1. | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |

| <b>ATTACHMENT "A1"</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   | 9/19/2022 |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|-------------------|-----------|
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|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   |           |
| <b>City of Huntsville</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   |           |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   |           |
| <b>Project No. 71-22-SP38</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   |           |
|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                 |                   |                   |           |
| <b>ITEM #</b>                                                   | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b> |           |
| <b>6</b>                                                        | <b>Millwright:</b> A person who installs stationary industrial machinery and mechanical equipment according to layout plans using hand and power tools, inspects and examines machinery and equipment to detect irregularities and malfunctions, adjusts machinery, repairs or replaces defective parts, operates machine tools to fabricate parts required during overhaul, maintenance, or set-up of machineries, and ensures operating safety devices function properly on completion of repairs, modifications, and installations.                                                                                                                                                                                             | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |
| <b>7</b>                                                        | <b>Machinist:</b> A tradesman who sets up and operates conventional, special-purpose, and numerical control machines and machining centers to fabricate metallic and nonmetallic parts, and fits and assembles machined parts into complete units, applying knowledge of machine shop theory and procedures, shop mathematics, machinability of materials, and layout techniques: Studies blueprints, sketches, drawings, manuals, specifications, or sample parts to determine dimensions and tolerances of finished workpiece, sequence of operations, and setup requirements. The per hour rate shall include full compensation for technician, expendables and the use of all machining equipment within the contractors shop. | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |           |

| <b>ATTACHMENT "A1"</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |            |            | 9/19/2022 |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|------------|------------|-----------|
| City of Huntsville                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |            |            |           |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |            |            |           |
| Project No. 71-22-SP38                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |            |            |           |
| ITEM #                                                          | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | BID QTY | BID UNIT | UNIT PRICE | BID AMOUNT |           |
| 8                                                               | <b>Form Carpenter:</b> A carpenter must be able to solve mathematical problems to properly measure for the amount of materials needed to construct a form. A form carpenter should also be organized to plan the sequence of work from start to finish, and he must be able to use carpentry tools such as hand saws, electric saws and drills. A form carpenter should have a good eye for detail and be able to check that the work is level, plumb and square. He must also be able to read and understand blueprints, diagrams, and local and national building codes. The unit hour rate shall include the carpenter, all hand tools, expendables and electric tools necessary for form carpentry. | 5,000   | HR       |            | \$0.00     |           |
| 9                                                               | <b>Concrete Finisher:</b> Tradesman should be able to perform minor forming and the placement of structural reinforcing per plans and documents. Trademan should also be proficient in the placement, vibration and finishing of both structural and flatwork concrete projects. Per hour rate shall include the tradesman, hand tools and expendables for concrete construction.                                                                                                                                                                                                                                                                                                                       | 5,000   | HR       |            | \$0.00     |           |

| <b>ATTACHMENT "A1"</b>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   | 9/19/2022     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|-------------------|---------------|
| <b>City of Huntsville</b>                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |               |
| <b>Construction Periodic for Sanitary Sewer Operations-2023</b>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |               |
| <b>Project No. 71-22-SP38</b>                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   |               |
| <b>ITEM #</b>                                                                                                                                                                                            | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>BID QTY</b> | <b>BID UNIT</b> | <b>UNIT PRICE</b> | <b>BID AMOUNT</b> |               |
| <b>10</b>                                                                                                                                                                                                | <b>Tradesman Helper:</b> Said helper shall be an aid to any of the tradesman listed above. Helpers shall be semi-skilled in the trade to which he is deployed and utilize the tools of the tradesman he is assisting. The per unit hour rate shall be all inclusive number for this helper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>5,000</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |               |
| <b>11</b>                                                                                                                                                                                                | <b>Project Superintendent:</b> A person to coordinate and manage all on-site activities and personnel associated with the project. Superintendent must be able to plan, assess, delegate, and problem solve in the field environment and make necessary adjustments to safely bring the work to completion in a timely manner. Project superintendent will be the direct point of contact to the Owner and be involved in the planning and development of all phase for the projects as well as managing the execution of all project related tasks. Additionally, this person will be responsible for the development and submittal of all material lists if necessary for the projects as well as formulate and execute all project pay requests to the Owner for review and acceptance. | <b>1,200</b>   | <b>HR</b>       |                   | <b>\$0.00</b>     |               |
| <b>TOTAL BASE BID PRICE (for evaluation purposes only): Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                 |                   |                   | <b>\$0.00</b> |

|        | <b>ATTACHMENT "A1"</b>                                   |         |          |            |            | 9/19/2022 |
|--------|----------------------------------------------------------|---------|----------|------------|------------|-----------|
|        |                                                          |         |          |            |            |           |
|        | City of Huntsville                                       |         |          |            |            |           |
|        | Construction Periodic for Sanitary Sewer Operations-2023 |         |          |            |            |           |
|        | Project No. 71-22-SP38                                   |         |          |            |            |           |
|        |                                                          |         |          |            |            |           |
| ITEM # | DESCRIPTION                                              | BID QTY | BID UNIT | UNIT PRICE | BID AMOUNT |           |
|        |                                                          |         |          |            |            |           |

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION.

COMPANY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_



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

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Mark Johnson Construction, L.L.C., in the Not-to-Exceed (NTE) amount of SIX MILLION NINE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$6,922,600.00), for Construction Periodic for Sanitary Sewer Operations-2023, Project No. 71-22-SP38, which is being submitted to the City Council of the City of Huntsville for approval on this the 13th day of October, 2022, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

\_\_\_\_\_  
Shane Cook  
Director of Water Pollution Control  
City of Huntsville

### **E-VERIFY – NOTICE**

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

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

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

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

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

By signing this contract, Mark Johnson Construction, L.L.C., 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.

\_\_\_\_\_  
Mark Johnson Construction, L.L.C  
(Company)

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