

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 execute Final Change Order No. 1 between the City of Huntsville and Wiregrass Construction Company, Inc., adopted and approved on the 9th day of July, 2020 by the City Council of the City of Huntsville, Alabama by Resolution No. 20-613, and is reflected on Final Change Order No. 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is amended from FOUR MILLION ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT AND .63/100 DOLLARS (\$4,183,178.63) to FOUR MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED NINETY-NINE AND .00/100 DOLLARS (\$4,287,699.00), including this final change order, an increase of ONE HUNDRED FOUR THOUSAND FIVE HUNDRED TWENTY AND .37/100 DOLLARS (\$104,520.37). Said change order is substantially similar in words and figures as that document attached hereto and identified as "Final Change Order No. 1 to the Contract between the City of Huntsville and Wiregrass Construction Company, Inc., for Resurfacing of Residential Streets-2020, Phase II, Project No. 71-20-RR02, as adopted by Resolution No. 20-613 of July 9, 2020," consisting of seven (7) pages plus fifteen (15) additional pages consisting of "Power of Attorney", "Contractor's E-Verify Statement" and "Memorandum of Understanding" with the date of March 24, 2022, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

FINAL CHANGE ORDER REQUEST

OWNER		ARCHITECT/ENGINEER		CONTRACTOR	
City of Huntsville		N/A		Wiregrass Construction Company, Inc.	
DATE		3/24/2022		CHANGE ORDER NO. 1	
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02			
NEW NEGOTIATED ITEMS					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL NEW NEGOTIATED ITEMS					\$0.00
OVERRUN ITEMS					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
3	SIDEWALK REMOVE/REPLACE	62	LF	\$57.48	\$3,563.76
29	CURB AND GUTTER REMOVE/REPLACE	138	LF	\$53.88	\$7,435.44
9	SIDEWALK REMOVE/REPLACE	2	LF	\$57.48	\$114.96
10	TRAFFIC CONTROL MARKINGS	246	SF	\$6.70	\$1,648.20
11	424A 3/8" ASPHALT	4	TON	\$96.93	\$357.67
	REMOVE/REPLACE CONCRETE DW				
27	APRONS	137	SY	\$166.87	\$22,894.56
29	CURB AND GUTTER REMOVE/REPLACE	380	LF	\$53.88	\$20,447.46
33	424A 3/8" ASPHALT	23	TON	\$99.19	\$2,307.16
37	CURB AND GUTTER REMOVE/REPLACE	117	LF	\$53.88	\$6,303.96
	REMOVE/REPLACE CONCRETE DW				
41	APRONS	66.05	SY	\$166.87	\$11,021.76
42	CURB AND GUTTER REMOVE/REPLACE	179	LF	\$53.88	\$9,644.52
	REMOVE/REPLACE CONCRETE				
43	CROSSDRAIN	38.60	SY	\$136.17	\$4,970.21
	REMOVE/REPLACE CONCRETE DW				
49	APRONS	31.21	SY	\$166.87	\$5,208.01
49	CURB AND GUTTER REMOVE/REPLACE	72	LF	\$53.88	\$3,879.36
52	MILLING 0-2"	40.65	SY	\$3.09	\$125.61
	REMOVE/REPLACE CONCRETE DW				
54	APRONS	10	SY	\$166.87	\$1,668.70
57	TRAFFIC CONTROL MARKINGS	2	SF	\$6.70	\$13.40
59	424A 3/8" ASPHALT	11	TON	\$92.84	\$1,021.24
61	SIDEWALK REMOVE/REPLACE	28	LF	\$57.48	\$1,609.44
62	CURB AND GUTTER REMOVE/REPLACE	75	LF	\$53.88	\$4,041.00
71	SIDEWALK REMOVE/REPLACE	45	LF	\$57.48	\$2,586.60
76	MANHOLE RISER	2	EA	\$243.33	\$486.66
77	SIDEWALK REMOVE/REPLACE	9	LF	\$57.48	\$517.32
78	CURB AND GUTTER REMOVE/REPLACE	14	LF	\$53.88	\$754.32
85	CURB AND GUTTER REMOVE/REPLACE	146	LF	\$53.88	\$7,866.48
87	MILLING 0-2"	1,882.68	SY	\$3.15	\$5,900.13
	REMOVE/REPLACE CONCRETE DW				
88	APRONS	25.80	SY	\$166.87	\$4,305.25
89	SIDEWALK REMOVE/REPLACE	76	LF	\$57.48	\$4,368.48
90	CURB AND GUTTER REMOVE/REPLACE	6	LF	\$53.88	\$323.28
98	424A 3/8" ASPHALT	512.68	TON	\$88.40	\$44,295.55
100	SIDEWALK REMOVE/REPLACE	107	LF	\$57.48	\$6,150.36
109	424A 3/8" ASPHALT	412.04	TON	\$78.24	\$32,238.01
110	MILLING 0-2"	5,899.48	SY	\$1.80	\$10,259.06
113	CURB AND GUTTER REMOVE/REPLACE	166.50	LF	\$53.88	\$10,048.62
	HANDICAP RAMPS TY 1 PARALLEL CORNER				
114		15	EA	\$1,674.24	\$25,113.60
115	SPEED CUSHIONS/REMOVE REPLACE	2	EA	\$228.32	\$456.64
118	MILLING 0-2"	681.76	SY	\$3.28	\$2,236.17
	REMOVE/REPLACE CONCRETE DW				
119	APRONS	22.48	SY	\$166.87	\$3,751.24
120	SIDEWALK REMOVE/REPLACE	133.50	LF	\$57.48	\$7,673.58
121	CURB AND GUTTER REMOVE/REPLACE	1.50	LF	\$53.88	\$80.82
130	424A 3/8" ASPHALT	13.90	TON	\$108.83	\$1,512.74
133	SIDEWALK REMOVE/REPLACE	1	LF	\$57.48	\$57.48
136	424A 3/8" ASPHALT	12.01	TON	\$100.49	\$1,206.88
140	CURB AND GUTTER REMOVE/REPLACE	19.50	LF	\$53.88	\$1,050.66
	HANDICAP RAMPS TY 1 PARALLEL CORNER				
141		2	EA	\$1,674.24	\$3,348.48
142	424A 3/8" ASPHALT	364.46	TON	\$77.07	\$28,088.93
143	MILLING 0-2"	284.63	SY	\$1.46	\$386.36
	REMOVE/REPLACE CONCRETE DW				
148	APRONS	62.43	SY	\$166.87	\$10,417.69
149	CURB AND GUTTER REMOVE/REPLACE	18	LF	\$53.88	\$969.84
152	MILLING 0-2"	68.31	SY	\$1.77	\$120.91
	REMOVE/REPLACE CONCRETE DW				
154	APRONS	24.98	SY	\$166.87	\$4,168.41
158	CURB AND GUTTER REMOVE/REPLACE	204	LF	\$53.88	\$10,991.52
160	TRAFFIC CONTROL MARKINGS	34	LF	\$6.70	\$227.80
161	424A 3/8" ASPHALT	45.40	TON	\$81.21	\$3,686.93
164	CURB AND GUTTER REMOVE/REPLACE	42	LF	\$53.88	\$2,262.96
170	TRAFFIC CONTROL MARKINGS	663	SF	\$6.70	\$4,442.10
172	DOTTED TRAFFIC STRIPE	290	LF	\$2.79	\$809.10
174	424A 3/8" ASPHALT	28.14	TON	\$80.64	\$2,266.40
175	MILLING 0-2"	91.47	SY	\$2.01	\$183.85
177	SIDEWALK REMOVE/REPLACE	48	LF	\$57.48	\$2,744.08
178	CURB AND GUTTER REMOVE/REPLACE	182	LF	\$53.88	\$9,806.16
181	MILLING 0-2"	17	SY	\$4.05	\$70.83
Page 1					

FINAL CHANGE ORDER REQUEST					
OWNER		ARCHITECT/ENGINEER		CONTRACTOR	
City of Huntsville		N/A		Wiregrass Construction Company, Inc.	
DATE	3/24/2022	CHANGE ORDER NO.		1	
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02			
NEW NEGOTIATED ITEMS					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL NEW NEGOTIATED ITEMS					\$0.00
OVERRUN ITEMS CONTINUED					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
186	424A 3/8" ASPHALT	0.21	TON	\$86.48	\$18.16
189	CURB AND GUTTER REMOVE/REPLACE	88	LF	\$53.88	\$4,741.44
194	SIDEWALK REMOVE/REPLACE	97	LF	\$57.48	\$5,575.56
202	TRAFFIC CONTROL MARKINGS	2,276	SF	\$6.70	\$15,249.20
203	TRAFFIC CONTROL LEGENDS	230.89	SF	\$6.70	\$1,545.62
204	DOTTED TRAFFIC STRIPE	1,489	LF	\$2.79	\$4,154.31
211	SIDEWALK REMOVE/REPLACE	217	LF	\$57.48	\$12,473.16
212	CURB AND GUTTER REMOVE/REPLACE	133	LF	\$53.88	\$7,166.04
215	MILLING 0-2"	717.37	SY	\$2.22	\$1,592.56
222	SIDEWALK REMOVE/REPLACE	100	LF	\$57.48	\$5,748.00
223	CURB AND GUTTER REMOVE/REPLACE	80	LF	\$53.88	\$3,232.80
225	TRAFFIC CONTROL MARKINGS	4	SF	\$6.70	\$26.80
229	CURB AND GUTTER REMOVE/REPLACE	12	LF	\$53.88	\$646.56
233	MANHOLE RISER	1	EA	\$243.32	\$243.32
	REMOVE/REPLACE CONCRETE DW				
234	APRONS	2.28	SY	\$166.87	\$377.13
235	CURB AND GUTTER REMOVE/REPLACE	38	LF	\$53.88	\$2,047.44
	REMOVE/REPLACE CONCRETE DW				
239	APRONS	30.20	SY	\$166.87	\$5,039.47
241	CURB AND GUTTER REMOVE/REPLACE	104.50	LF	\$53.88	\$5,630.46
244	424A 3/8" ASPHALT	12.74	TON	\$103.52	\$1,318.84
245	MILLING 0-2"	178.27	SY	\$3.74	\$659.25
252	424A 3/8" ASPHALT	42.07	TON	\$84.82	\$3,559.96
253	MILLING 0-2"	871.19	SY	\$2.29	\$1,995.03
255	SIDEWALK REMOVE/REPLACE	3	LF	\$57.48	\$172.44
256	CURB AND GUTTER REMOVE/REPLACE	59	LF	\$53.88	\$3,178.92
257	424A 3/8" ASPHALT	185.87	TON	\$83.61	\$15,668.39
258	MILLING 0-2"	2,088.97	SY	\$2.30	\$4,804.63
	REMOVE/REPLACE CONCRETE DW				
260	APRONS	164.20	SY	\$166.87	\$27,400.05
261	CURB AND GUTTER REMOVE/REPLACE	180	LF	\$53.88	\$9,698.40
265	CURB AND GUTTER REMOVE/REPLACE	125	LF	\$53.88	\$6,735.00
	HANDICAP RAMPS TY 1 PARALLEL				
266	CORNER	2	EA	\$1,674.24	\$3,348.48
267	424A 3/8" ASPHALT	14.81	TON	\$80.38	\$1,190.43
	REMOVE/REPLACE CONCRETE DW				
270	APRONS	33.85	SY	\$166.87	\$5,615.18
272	CURB AND GUTTER REMOVE/REPLACE	219	LF	\$53.88	\$11,799.72
	HANDICAP RAMPS TY 2 PARALLEL				
275	MIDBLOCK	1	EA	\$1,674.24	\$1,674.24
279	TRAFFIC CONTROL MARKINGS	71	EA	\$6.70	\$475.70
287	TRAFFIC CONTROL MARKINGS	275	SF	\$6.70	\$1,842.50
300	424A 3/8" ASPHALT	13.08	TON	\$85.75	\$1,121.61
303	SIDEWALK REMOVE/REPLACE	78	LF	\$57.48	\$4,368.48
304	CURB AND GUTTER REMOVE/REPLACE	155	LF	\$53.88	\$8,351.40
308	SOLID CLASS 2 TRAFFIC STRIPE	1,051	MI	\$3,683.33	\$3,871.18
310	TRAFFIC CONTROL MARKINGS	333	SF	\$6.70	\$2,231.10
311	TRAFFIC CONTROL LEGENDS	22.23	SF	\$6.70	\$148.94
313	424A 3/8" ASPHALT	107.57	TON	\$81.21	\$8,735.76
314	MILLING 0-2"	2,271.92	SY	\$2.07	\$4,702.87
	REMOVE/REPLACE CONCRETE DW				
315	APRONS	3	SY	\$166.87	\$515.63
317	CURB AND GUTTER REMOVE/REPLACE	27	LF	\$53.88	\$1,454.76
321	TRAFFIC CONTROL MARKINGS	65	SF	\$6.70	\$435.50
323	NO 2 CRUSHED STONE	26.05	TON	\$60.00	\$1,563.00
	414B 3/4" MIX BINDER LAYER/PATCHING				
	(20% RAP AFTER CLEANING AND TACKING				
324	8" THICK	1,429.88	TON	\$118.00	\$168,725.84
326	TEMPORARY TRAFFIC MARKINGS	180	SF	\$3.35	\$603.00
	HANDICAP RAMPS TY 1 PARALLEL				
334	CORNER	7	EA	\$1,674.24	\$11,719.68
338	TRAFFIC CONTROL MARKINGS	47.82	SF	\$6.70	\$319.05
Page 2					
TOTAL OVERRUN ITEMS					\$758,444.03

FINAL CHANGE ORDER REQUEST

OWNER City of Huntsville	ARCHITECT/ENGINEER N/A	CONTRACTOR Wiregrass Construction Company, Inc.
DATE 3/24/2022	CHANGE ORDER NO. 1	
PROJ. NAME & NUMBER Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02		

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL NEW NEGOTIATED ITEMS					\$0.00

UNDERRUN ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
1	424A 3/8" ASPHALT	-33.17	TON	\$81.92	-\$3,048.99
2	MILLING 0-2" Total Mill	-438.24	SY	\$3.21	-\$1,400.33
6	424A 3/8" ASPHALT	-45.71	TON	\$80.70	-\$3,688.80
7	MILLING 0-2"	-332.23	SY	\$2.03	-\$674.43
8	MANHOLE RISER	-1.00	EA	\$243.33	-\$243.33
12	MILLING 0-2"	-384.80	SY	\$3.73	-\$1,435.30
13	MANHOLE RISER	-3.00	EA	\$243.32	-\$729.96
14	424A 3/8" ASPHALT	-71.09	TON	\$104.14	-\$7,403.31
15	MILLING 0-2"	-300.00	SY	\$4.36	-\$1,308.00
16	MANHOLE ADJUSTMENT	-1.00	EA	\$2,245.280	-\$2,245.28
17	SIDEWALK REMOVE/REPLACE	-30.00	LF	\$57.48	-\$1,724.40
18	CURB AND GUTTER REMOVE/REPLACE	-19.00	LF	\$53.88	-\$1,023.72
19	HANDICAP RAMPS TY 1 PARALLEL CORNER	-2.00	EA	\$1,674.24	-\$3,348.48
20	SOLID CLASS 2 TRAFFIC STRIPE	-0.99	MI	\$3,683.33	-\$3,628.08
21	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	\$1,110.58	-\$1,110.58
22	TRAFFIC CONTROL MARKINGS	-60.00	SF	\$6.70	-\$402.00
23	424A 3/8" ASPHALT	-10.09	TON	\$80.49	-\$812.14
24	MILLING 0-2"	-104.78	SY	\$1.94	-\$203.27
25	MANHOLE RISER	-5.00	EA	\$243.32	-\$1,216.60
26	MANHOLE ADJUSTMENT	-1.00	EA	\$2,245.28	-\$2,245.28
28	SIDEWALK REMOVE/REPLACE	-16.00	LF	\$57.48	-\$919.68
31	424A 3/8" ASPHALT	-22.73	TON	\$113.06	-\$2,569.85
32	MILLING 0-2"	-153.00	SY	\$5.04	-\$771.12
34	MILLING 0-2"	-61.04	SY	\$3.52	-\$214.86
35	424A 3/8" ASPHALT	-40.85	TON	\$90.73	-\$3,706.32
36	MILLING 0-2"	-243.30	SY	\$2.98	-\$725.03
38	424A 3/8" ASPHALT	-93.05	TON	\$81.81	-\$7,593.81
39	MILLING 0-2"	-203.03	SY	\$2.12	-\$430.42
40	MANHOLE RISER	-10.00	EA	\$243.32	-\$2,433.20
44	RAISED TRAFFIC MARKERS	-5.00	EA	\$6.70	-\$33.50
45	424A 3/8" ASPHALT	-99.50	TON	\$80.25	-\$7,984.88
46	MILLING 0-2"	-1,388.12	SY	\$1.45	-\$2,012.77
47	MANHOLE RISER	-10.00	EA	\$243.32	-\$2,433.20
51	424A 3/8" ASPHALT	-17.74	TON	\$94.80	-\$1,681.75
53	MANHOLE RISER	-5.00	EA	\$243.32	-\$1,216.60
55	SOLID CLASS 2 TRAFFIC STRIPE	-0.95	MI	\$3,683.33	-\$3,513.90
56	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	\$1,110.58	-\$1,110.58
58	RAISED TRAFFIC MARKERS	-4.00	EA	\$6.70	-\$26.80
60	MILLING 0-2"	-169.20	SY	\$3.29	-\$556.67
64	424A 3/8" ASPHALT	-33.37	TON	\$101.51	-\$3,387.39
65	MILLING 0-2"	-1,600.00	SY	\$4.84	-\$7,744.00
66	TRAFFIC CONTROL MARKINGS	-20.00	SF	\$6.70	-\$134.00
67	424A 3/8" ASPHALT	-21.24	TON	\$90.13	-\$1,914.36
68	MILLING 0-2"	-481.57	SY	\$2.91	-\$1,401.37
69	424A 3/8" ASPHALT	-10.77	TON	\$96.98	-\$1,044.47
70	MILLING 0-2"	-127.07	SY	\$3.55	-\$451.10
72	CURB AND GUTTER REMOVE/REPLACE	-19.00	LF	\$53.88	-\$1,023.72
74	424A 3/8" ASPHALT	-40.37	TON	\$95.24	-\$3,844.84
75	MILLING 0-2"	-286.83	SY	\$3.42	-\$980.96
80	424A 3/8" ASPHALT	-37.50	TON	\$107.78	-\$4,041.75
81	MILLING 0-2"	-193.89	SY	\$4.19	-\$812.40
82	424A 3/8" ASPHALT	-79.72	TON	\$79.46	-\$6,334.55
83	MILLING 0-2"	-230.54	SY	\$1.90	-\$438.03
84	MANHOLE RISER	-10.00	EA	\$243.32	-\$2,433.20
86	424A 3/8" ASPHALT	-22.54	TON	\$92.68	-\$2,089.01
91	HANDICAP RAMPS TY 1 PARALLEL CORNER	-1.00	EA	\$1,674.24	-\$1,674.24
92	SOLID CLASS 2 TRAFFIC STRIPE	-1.00	MI	\$3,683.33	-\$3,683.33
93	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	\$1,110.58	-\$1,110.58
94	BROKEN CLASS 2 TRAFFIC STRIPE	-1.00	MI	\$2,343.94	-\$2,343.94
95	BROKEN TEMPORARY TRAFFIC STRIPE	-1.00	MI	\$1,110.58	-\$1,110.58
96	TRAFFIC CONTROL MARKINGS	-560.00	SF	\$6.70	-\$3,752.00
97	RAISED TRAFFIC MARKERS	-10.00	EA	\$6.70	-\$67.00
99	MILLING 0-2"	-5,119.05	SY	\$2.12	-\$10,852.39
101	CURB AND GUTTER REMOVE/REPLACE	-16.00	LF	\$53.88	-\$862.08

FINAL CHANGE ORDER REQUEST

OWNER		ARCHITECT/ENGINEER		CONTRACTOR	
City of Huntsville		N/A		Wiregrass Construction Company, Inc.	
DATE	3/24/2022	CHANGE ORDER NO.		1	
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02			
NEW NEGOTIATED ITEMS					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL NEW NEGOTIATED ITEMS					\$0.00
UNDERRUN ITEMS CONTINUED					
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
102	HANDICAP RAMPS TY 1 PARALLEL CORNER	-2.00	EA	\$1,674.24	-\$3,348.48
103	Q LOOPS	-1.00	MI	\$2,009.09	-\$2,009.09
104	SOLID CLASS 2 TRAFFIC STRIPE	-0.77	MI	\$3,683.33	-\$2,839.85
105	SOLID TEMPORARY TRAFFIC STRIPE	-3.28	MI	\$1,110.58	-\$3,642.70
106	TRAFFIC CONTROL MARKINGS	-152.00	SF	\$6.70	-\$1,018.40
107	TRFFIC CONTRL LEGENDS	-0.59	SF	\$6.70	-\$3.95
108	RAISED TRAFFIC MARKERS	-61.00	EA	\$6.70	-\$408.70
111	MANHOLE RISER	-11.00	EA	\$243.32	-\$2,676.52
112	REMOVE/REPLACE CONCRETE DW APRONS	-42.30	SY	\$166.87	-\$7,058.60
116	RAISED TRAFFIC MARKERS	-15.00	EA	\$6.70	-\$100.50
117	424A 3/8" ASPHALT	-10.38	TON	\$106.54	-\$1,105.89
122	SOLID CLASS 2 TRAFFIC STRIPE	-0.78	MI	\$3,683.33	-\$2,791.96
123	SOLID TEMPORARY TRAFFIC STRIPE	-1.42	MI	\$1,110.58	-\$1,573.69
124	BROKEN CLASS 2 TRAFFIC STRIPE	-0.89	MI	\$2,343.94	-\$2,308.78
125	BROKEN TEMPORARY TRAFFIC STRIPE	-0.89	MI	\$1,110.58	-\$991.75
126	TRAFFIC CONTROL MARKINGS	-429.00	SF	\$6.70	-\$2,874.30
127	TRAFFIC CONTROL LEGENDS	-0.77	SF	\$6.70	-\$5.16
128	DOTTED TRAFFIC STRIPE	-80.00	LF	\$2.79	-\$167.40
129	RAISED TRAFFIC MARKERS	-3.00	EA	\$6.70	-\$20.10
131	MILLING 0-2"	-34.04	SY	\$4.21	-\$143.31
132	MANHOLE RISER	-1.00	EA	\$243.33	-\$243.33
134	REMOVE/REPLACE CONCRETE CROSSDRAIN	-18.00	SY	\$136.17	-\$2,451.06
137	MILLING 0-2"	-421.10	SY	\$3.88	-\$1,633.87
138	MANHOLE ADJUSTMENT	-2.00	EA	\$2,778.80	-\$5,553.60
139	SIDEWALK REMOVE/REPLACE	-22.00	LF	\$57.48	-\$1,264.56
144	MANHOLE RISER	-2.00	EA	\$243.32	-\$486.64
145	424A 3/8" ASPHALT	-8.15	TON	\$85.46	-\$696.50
146	MILLING 0-2"	-35.20	SY	\$2.42	-\$85.18
147	MANHOLE RISER	-4.00	EA	\$243.32	-\$973.28
150	RAISED TRAFFIC MARKERS	-20.00	EA	\$6.70	-\$134.00
151	424A 3/8" ASPHALT	-14.48	TON	\$81.49	-\$1,179.98
153	MANHOLE RISER	-12.00	EA	\$243.32	-\$2,919.84
155	SIDEWALK REMOVE/REPLACE	-49.00	LF	\$57.48	-\$2,816.52
157	CROSSDRAIN	-17.23	SY	\$57.48	-\$990.38
159	SPEED CUSHIONS(REMOVE REPLACE	-12.00	EA	\$228.32	-\$2,739.84
162	MILLING 0-2"	-1,132.34	SY	\$2.01	-\$2,276.00
163	SIDEWALK REMOVE/REPLACE	-185.00	LF	\$57.48	-\$10,633.80
166	SOLID CLASS 2 TRAFFIC STRIPE	-0.61	MI	\$3,683.33	-\$2,232.10
167	SOLID TEMPORARY TRAFFIC STRIPE	-0.82	MI	\$1,110.58	-\$686.34
168	BROKEN CLASS 2 TRAFFIC STRIPE	-0.89	MI	\$2,343.94	-\$2,088.45
169	BROKEN TEMPORARY TRAFFIC STRIPE	-1.91	MI	\$1,110.58	-\$2,115.65
171	TRAFFIC CONTROL LEGENDS	-7.95	SF	\$6.70	-\$53.27
173	RAISED TRAFFIC MARKERS	-13.00	EA	\$6.70	-\$87.10
176	MANHOLE RISER	-7.00	EA	\$243.32	-\$1,703.24
180	424A 3/8" ASPHALT	-18.51	TON	\$121.74	-\$2,253.41
182	MANHOLE RISER	-2.00	EA	\$243.32	-\$486.64
183	SIDEWALK REMOVE/REPLACE	-20.00	LF	\$57.48	-\$1,149.60
184	CURB AND GUTTER REMOVE/REPLACE	-13.00	LF	\$53.88	-\$700.44
187	MILLING 0-2"	-93.89	SY	\$2.54	-\$238.48
188	SIDEWALK REMOVE/REPLACE	-10.00	LF	\$57.48	-\$574.80
192	424A 3/8" ASPHALT	-409.90	TON	\$77.55	-\$31,787.75
193	MILLING 0-2"	-2,931.52	SY	\$1.54	-\$4,514.54
195	CURB AND GUTTER REMOVE/REPLACE	-88.00	LF	\$53.88	-\$5,280.24
196	HANDICAP RAMPS TY 1 PARALLEL CORNER	-15.00	EA	\$1,674.24	-\$25,113.60
197	Q LOOPS	-6.00	EA	\$2,009.09	-\$12,054.54
198	SOLID CLASS 2 TRAFFIC STRIPE	-0.11	MI	\$3,683.33	-\$390.43
199	SOLID TEMPORARY TRAFFIC STRIPE	-0.35	MI	\$1,110.58	-\$393.15
200	BROKEN CLASS 2 TRAFFIC STRIPE	-1.94	MI	\$2,343.94	-\$4,551.93
201	BROKEN TEMPORARY TRAFFIC STRIPE	-3.42	MI	\$1,110.58	-\$3,794.85
205	RAISED TRAFFIC MARKERS	-160.00	EA	\$6.70	-\$1,072.00
206	424A 3/8" ASPHALT	-21.90	TON	\$92.68	-\$2,029.69
207	MILLING 0-2"	-83.59	SY	\$3.15	-\$263.31
208	MANHOLE RISER	-2.00	EA	\$243.32	-\$486.64
209	424A 3/8" ASPHALT	-74.53	TON	\$83.55	-\$6,226.98
210	MILLING 0-2"	-43.23	SY	\$2.27	-\$98.13
214	424A 3/8" ASPHALT	-17.74	TON	\$82.65	-\$1,466.21
216	SIDEWALK REMOVE/REPLACE	-12.00	LF	\$57.48	-\$689.76
217	CURB AND GUTTER REMOVE/REPLACE	-7.00	LF	\$53.88	-\$377.16
219	424A 3/8" ASPHALT	-28.76	TON	\$82.35	-\$2,450.74

Page 4

FINAL CHANGE ORDER REQUEST

OWNER		ARCHITECT/ENGINEER		CONTRACTOR		CONTRACTOR	
City of Huntsville		N/A		Wiregrass Construction Company, Inc.			
DATE		3/24/2022		CHANGE ORDER NO.		1	
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02					
NEW NEGOTIATED ITEMS							
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
TOTAL NEW NEGOTIATED ITEMS					\$0.00		

UNDERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
220	MILLING 0-2"	-23.57	SY	\$2.36	-\$55.63
221	MANHOLE RISER	-5.00	EA	\$243.32	-\$1,216.60
226	424A 3/8" ASPHALT	-29.80	TON	\$110.75	-\$3,300.35
227	MILLING 0-2"	-128.68	SY	\$4.48	-\$582.26
228	SIDEWALK REMOVE/REPLACE	-2.00	LF	\$57.48	-\$114.96
231	424A 3/8" ASPHALT	-12.08	TON	\$83.24	-\$1,126.34
232	MILLING 0-2"	-88.60	SY	\$2.99	-\$264.91
236	424A 3/8" ASPHALT	-20.34	TON	\$91.18	-\$1,854.60
237	MILLING 0-2"	-495.63	SY	\$3.03	-\$1,501.76
238	MANHOLE RISER	-2.00	EA	\$243.32	-\$486.64
240	SIDEWALK REMOVE/REPLACE	-20.00	LF	\$57.48	-\$1,149.60
243	TRAFFIC CONTROL MARKINGS	-132.00	SF	\$6.70	-\$884.40
246	MANHOLE RISER	-3.00	EA	\$243.32	-\$729.96
247	424A 3/8" ASPHALT	-38.72	TON	\$82.31	-\$3,187.04
248	MILLING 0-2"	-89.31	SY	\$2.01	-\$179.31
249	SIDEWALK REMOVE/REPLACE	-40.00	LF	\$57.48	-\$2,299.20
250	CURB AND GUTTER REMOVE/REPLACE	-114.00	LF	\$53.88	-\$6,142.32
254	MANHOLE RISER	-2.00	EA	\$243.32	-\$486.64
259	MANHOLE RISER	-5.00	EA	\$243.32	-\$1,216.60
262	424A 3/8" ASPHALT	-31.27	TON	\$79.50	-\$2,485.97
263	MILLING 0-2"	-367	SY	\$1.91	-\$700.40
264	SIDEWALK REMOVE/REPLACE	-9.00	LF	\$57.48	-\$517.32
268	MILLING 0-2"	-144.17	SY	\$2.00	-\$288.34
269	MANHOLE RISER	-8	EA	\$243.32	-\$1,946.56
271	SIDEWALK REMOVE/REPLACE	-58.00	LF	\$57.48	-\$3,328.88
273	CROSSDRAIN HANDICAP RAMPS TY 1 PARALLEL	-10	SF	\$136.17	-\$1,361.70
274	CORNER	-2	EA	\$1,674.24	-\$3,348.48
276	D LOOPS	-2	EA	\$2,009.09	-\$4,018.18
277	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	\$3,683.33	-\$3,683.33
278	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	\$1,110.58	-\$1,110.58
280	TRAFFIC CONTROL LEGENDS	-0.180	SF	\$6.70	-\$1.21
281	RAISED TRAFFIC MARKERS	-25.000	EA	\$6.70	-\$167.50
282	424A 3/8" ASPHALT	-29.820	TON	\$102.14	-\$3,025.39
283	MILLING 0-2"	-679	SY	\$3.68	-\$2,498.24
284	SIDEWALK REMOVE/REPLACE	-2.00	LF	\$57.48	-\$114.96
285	CURB AND GUTTER REMOVE/REPLACE	-10.00	LF	\$53.88	-\$538.80
287	424A 3/8" ASPHALT	-10	TON	\$85.75	-\$857.50
288	MILLING 0-2"	-143	SY	\$2.23	-\$319.67
289	SIDEWALK REMOVE/REPLACE	-50.000	LF	\$57.48	-\$2,874.00
290	CURB AND GUTTER REMOVE/REPLACE	-1.000	LF	\$53.88	-\$53.88
291	HANDICAP RAMPS TY 2 PARALLEL MIDBLOCK	-1	EA	\$1,674.24	-\$1,674.24
293	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	\$3,683.33	-\$3,683.33
294	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	\$1,110.58	-\$1,110.58
295	BROKEN CLASS 2 TRAFFIC STRIPE	-0.875	MI	\$2,343.94	-\$2,050.95
296	BROKEN TEMPORARY TRAFFIC STRIPE	-0.950	MI	\$1,110.58	-\$1,055.05
298	TRAFFIC CONTROL LEGENDS	-82.180	SF	\$6.70	-\$550.61
299	RAISED TRAFFIC MARKERS	-56.000	EA	\$6.70	-\$375.20
301	MILLING 0-2"	-39.19	SY	\$2.15	-\$84.26
302	MANHOLE RISER HANDICAP RAMPS TY 2 PARALLEL	-1	EA	\$243.33	-\$243.33
305	MIDBLOCK	-8.00	EA	\$1,674.24	-\$13,393.92
307	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	\$1,110.58	-\$1,110.58
308	BROKEN CLASS 2 TRAFFIC STRIPE	0	MI	\$2,343.94	-\$0.00
309	BROKEN TEMPORARY TRAFFIC STRIPE	-1.845	MI	\$1,110.58	-\$2,050.95
312	RAISED TRAFFIC MARKERS	-38.000	EA	\$6.70	-\$254.60
316	SIDEWALK REMOVE/REPLACE	-70.000	LF	\$57.48	-\$4,023.60
319	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	\$3,683.33	-\$3,683.33
320	BROKEN CLASS 2 TRAFFIC STRIPE	-1	MI	\$2,343.94	-\$2,343.94
322	RAISED TRAFFIC MARKERS	-10.000	EA	\$6.70	-\$67.00
325	TEMPORARY TRAFFIC LEGENDS	-500.000	SF	\$3.35	-\$1,675.00
326	424A 3/8" ASPHALT	-867.390	TON	\$77.60	-\$67,118.44
329	420A 3/4" MIX OPEN GRADE FRICTION COURSE WEARING SURFACE LAYER	-250	TON	\$162.13	-\$40,532.50
330	MILLING 0-2"	-2,854.96	SY	\$1.59	-\$4,539.39
331	MANHOLE RISER	-20	EA	\$243.32	-\$4,866.40
332	SIDEWALK REMOVE/REPLACE	-15.00	LF	\$57.48	-\$862.20
333	CURB AND GUTTER REMOVE/REPLACE	-10	LF	\$53.88	-\$538.80
335	D LOOPS	-2	EA	\$1,674.24	-\$3,348.48
336	SOLID CLASS 2 TRAFFIC STRIPE	-5	MI	\$3,683.33	-\$18,416.65

FINAL CHANGE ORDER REQUEST

OWNER
City of Huntsville

ARCHITECT/ENGINEER	N/A
---------------------------	------------

CONTRACTOR CONTRACTOR
Wiregrass Construction Company, Inc.

DATE 3/24/2022

CHANGE ORDER NO.	1
-------------------------	----------

PROJ. NAME & NUMBER

Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02

NEW NEGOTIATED ITEMS

[illegible]

UNDERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
337	SOLID TEMPORARY TRAFFIC STRIPE	-10	MI	\$1,110.58	\$11,201.31
339	TRAFFIC CONTROL LEGENDS	-133.580	SF	\$6.70	\$895.05
340	RAISED TRAFFIC MARKERS	-55.000	EA	\$6.70	\$368.50
341	424A 3/8" ASPHALT	-580.000	TON	\$85.18	\$47,700.80
342	MILLING 0-2"	-6,460.000	SY	\$2.04	\$13,178.40
343	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	\$3,683.33	\$3,683.33
344	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	\$1,110.58	\$1,110.58
345	TEMPORARY STRIPE (WINDOVER DR)	-1.000	MI	\$1,110.58	\$1,110.58

TOTAL UNDERRUNS	\$653,923.76
------------------------	---------------------

TOTAL NEW AND OVERRUN ITEMS		\$0.00
------------------------------------	--	---------------

TOTAL UNDERRUN ITEMS	\$653,923.76
-----------------------------	---------------------

TOTAL OVERRUN ITEMS	\$758,444.13
----------------------------	---------------------

TOTAL FINAL CHANGE ORDER NO. 1 \$104,520.37

CHANGE ORDER REQUEST			
OWNER City of Huntsville	ARCHITECT/ENGINEER N/A	CONTRACTOR Wiregrass Construction Company, Inc.	
DATE 3/24/2022	CHANGE ORDER NO. 1		
PROJ. NAME & NUMBER Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02			
<p>TERMS: As a condition of this contract, pursuant to § 31-13-9(a), Contractor hereby certifies that it has not knowingly employed, hired for employment, or continues to employ an unauthorized alien and has attested to such by sworn affidavit signed before a notary. Further, Contractor provided a copy of such affidavit to the City of Huntsville as part of its contract, along with documentation establishing that Contractor is enrolled in the E-Verify program, and will maintain enrollment throughout the term of this contract. You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with this Change Order Request and supporting documents and to furnish the necessary labor, materials and equipment to: In accordance with Section 4 (A) "Changes in the Work" of the contract documents the City ordered additions and deletions to the contractors work. These additions and deletions caused minor underruns and overruns of the original contract quantities resulting in an overrun of cost. Examples of "Changes in the Work" include the addition of new striping patterns, exclusion of speed tables, paving of smaller stub streets not in the original contract, and unforeseen subgrade work after the milling process.</p>			
THIS CHANGE ORDER SUBMITTED FOR REVIEW AND APPROVAL. JUSTIFICATION IS AS FOLLOWS:			
X	Emergencies arising during the course of work. Minor changes of total monetary value and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work and less than required for competitive bidding. Change of or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the alternate. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price.		
TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions). (See attached sheet for line item breakdown of change order costs.)			
For This Change Order	1	ADD	\$104,520.37
Original Contract Price			\$4,183,178.63
Net Total Previous Change Orders			\$0.00
Previous Revised Contract Price			\$4,183,178.63
Revised Contract Price This Date			\$4,287,699.00
EXTENSION OF TIME resulting from this Change Order is no additional days.			
<p>This contract modification constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment of the Contract, and further, agrees to waive all right to file for any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract. The Contractor and Owner(s) hereby agree to the terms for the Change Order as contained herein.</p>			
CONTRACTOR		CITY OF HUNTSVILLE, ALABAMA	
(Contractor Name)		Chris McNeese, Director of City Public Works	
(Authorized Representative)		Tommy Battle, Mayor	
CONSENT OF SURETY			
(Surety Name)		John Meredith, Council President	
(Authorized Representative)		3/24/2022	
		(Date)	
Page 7			

Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

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."



Company ID Number: 345983

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 345983

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 345983

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 345983

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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



Company ID Number: 345983

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

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

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 345983

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

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

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

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

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

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

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

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

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

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



Company ID Number: 345983

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

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

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

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

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



Company ID Number: 345983

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



Company ID Number: 345983

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

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 345983

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



Company ID Number: 345983

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

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

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

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

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



Company ID Number: 345983

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

Employer **WIREGRASS CONSTRUCTION COMPANY, INC.**

KITTY HARDING

Name (Please Type or Print)

Title

Electronically Signed

07/26/2010

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

07/26/2010

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	WIREGRASS CONSTRUCTION COMPANY, INC.
Company Facility Address:	8974 NORTH US HWY 231
	ARITON, AL 36311
Company Alternate Address:	P.O. BOX 48
	ARITON, AL 36311
County or Parish:	DALE
Employer Identification Number:	63048367



Company ID Number: 345983

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • ALABAMA 1 site(s) 	

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

Name:	SANDRA B CRUIKSHANK	
Telephone Number:	(334) 762 - 2397 ext. 105	Fax Number: (334) 762 - 2731
E-mail Address:	sruikshank@wcc-inc.com	
Name:	KITTY E HARDING	
Telephone Number:	(334) 762 - 2397 ext. 104	Fax Number: (334) 762 - 2731
E-mail Address:	kharding@wcc-inc.com	