



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

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

File ID: TMP-2120

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, J.C. Cheek Contractors for the provision of services for the Periodic Bid for Traffic Striping & Markings - 2023 project.

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000-

City Cost Amount: \$ 2,441,150.00

Total Cost: \$ 2,441,150.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Various street and roadways throughout the city.

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

Additional Comments:

This is a one-year not to exceed (NTE) contract. The contract may be renewed for two additional one-year terms in accordance with State law.

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, J.C. Cheek Contractors, Inc., in the Not-to-Exceed (NTE) amount of Two Million Four Forty Thousand One Hundred Fifty Dollars and No/100s (\$2,441,150.00), for the Periodic Bid for Traffic Striping and Markings 2023 project, 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 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 J.C. Cheek Contractors, Inc., for Periodic Bid for Traffic Striping & Markings 2023 project" consisting of a total of one (1) page plus fifty-three (52) additional pages consisting of the Certification of Compliance with Title 39, Code of Alabama, Bid Award Recommendation, the details, specifications, surveys, general requirements as outlined in IFB No. 97-2022-55 dated August 26, 2022, Pre-Bid Meeting Minutes dated September 6, 2022, all addenda, E-Verify MOU, Alabama Secretary of State registration, 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 Tern 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 THE CITY OF HUNTSVILLE

AND

J.C. CHEEK CONTRACTORS, INC.

FOR

**Periodic Bid for Traffic Striping & Markings 2023
IFB No. 97-2022-55**

**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 J.C. CHEEK CONTRACTORS, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as **Periodic Bid for Traffic Striping & Markings 2023** project, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Public Works Department, which are on file in the Office of the Public Works Director of the City of Huntsville, Alabama, all of which details, specifications, surveys, general requirements as detailed in IFB No. 97-2022-55 issued on August 26, 2022, Pre-Bid Meeting Minutes dated September 6, 2022, and all addenda 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, general requirements and supplements to 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 Appendix C Supplement – Schedule of Bid Quantities.



J.C. Cheek Contractor, Inc.

BY: _____
Tommy Battle, Mayor

ATTEST: 

Kenneth Benion
City Clerk Treasurer

City Council President

Date



HUNTSVILLE

Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

J.C. Cheek Contractors, Inc. _____ in the approximate
(Vendor/Contractor Name)

amount of \$2,441,150.00 for Periodic Bid for Traffic Striping & Markings - 2023
(Contract Amount) (Project Name)

to be awarded October 13, 2022
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Penny L Smith Digitally signed by Penny L Smith
Date: 2022.09.28 08:20:49 -05'00'
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 09/28/2022



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 9/22/22
FROM: CHRIS MCNEESE DEPT: PUBLIC WORKS SERVICES
BID #: 97-2022-55 COMMODITY/SERVICE: TRAFFIC STRIPING & MARKINGS-2023

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND J.C. CHEEK CONTRACTORS, INC.

RECOMMENDATION: It is recommended that J.C. Cheek Contractors, Inc., be awarded the bid for Traffic Striping and Markings.

COUNCIL DATE: 10/13/2022

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation Sheet			

INITIAL PURCHASE: \$2,441,150.00 FUNDING SOURCE: 3020-55-00000-516020-00000000
TERM OF CONTRACT: One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Chris McNeese Digitally signed by Chris McNeese
Date: 2022.09.22 07:54:15 -05'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2022.09.22 09:14:36 -05'00'

9/22/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

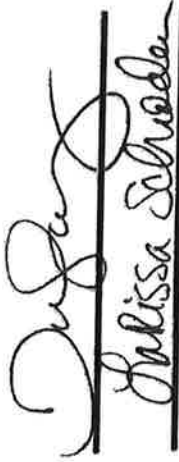
**PROCUREMENT SERVICES
TABULATION**

97-2022-55

PERIODIC BID FOR TRAFFIC STRIPING & MARKINGS - 2023

September 20, 2022

Tabulated By:


Melissa Schroeder

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
A	MOBILIZATION				
	Contract Mobilization, (3% of the total cost of the work order adjusted for final quantities.)	1	EA	\$3,500.00	\$3,500.00
A1	Project Mobilization A (will be paid on projects that have a cost less than \$1000)	1	EA	\$3,000.00	\$3,000.00
A2	Project Mobilization B (will be paid on projects that have a cost of \$1000 but less than \$5000)	1	EA	\$2,500.00	\$2,500.00
A3	Project Mobilization C (will be paid on projects that have a cost of \$5000 but less than \$10,000)	1	EA	\$1,500.00	\$1,500.00
A4	Project Mobilization D (will be paid on projects that have a cost of \$10,000 but less than \$25,000)	1	EA	\$1,500.00	\$1,500.00
A5	Project Mobilization E (will be paid on projects that have a cost of \$25,000 but less than \$50,000)	1	EA	\$1,500.00	\$1,500.00
B	TRAFFIC STRIPING				
B1	701-A Solid/Broken Color, Class 1, Type A, Traffic Stripe SOLID Reflective Paint	20	Mile	\$595.00	\$11,900.00

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
B2	701-A Solid/Broken Color, Class 1, Type A, Traffic Stripe BROKEN Reflective Paint	20	Mile	\$345.00	\$6,900.00
B3	701-A Solid/Broken Color, Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe-SOLID Reflective Thermoplastic	20	Mile	\$3,800.00	\$76,000.00
B4	701-A Solid/Broken Color, Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe-BROKEN Reflective Thermoplastic	20	Mile	\$1,950.00	\$39,000.00
B5	701-B Dotted Class 1, Type A, Traffic Stripe, Reflective Paint	2,500	LF	\$1.50	\$3,750.00
B6	701-B Dotted Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe, Reflective Thermoplastic	2,500	LF	\$3.00	\$7,500.00
B7	701-C Solid/Broken Temporary Traffic Stripe-SOLID	20	Mile	\$1,250.00	\$25,000.00
B8	701-C Solid/Broken Temporary Traffic Stripe-BROKEN	20	Mile	\$1,250.00	\$25,000.00
B9	701-D Solid/Broken Traffic Stripe Removed-SOLID	5	Mile	\$4,800.00	\$24,000.00
B10	701-D Solid/Broken Traffic Stripe Removed-BROKEN	5	Mile	\$3,000.00	\$15,000.00
B11	703-A Traffic Control Markings, Class 1, Type A, Reflective Paving	25,000	SF	\$3.00	\$75,000.00
B12	703-A Traffic Control Markings, Class 2, Type A, Reflective Thermoplastic	25,000	SF	\$6.50	\$162,500.00

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
B13	703-B Traffic Control Legends, Class 1, Type A, Reflective Paving	25,000	SF	\$3.00	\$75,000.00
B14	703-B Traffic Control Legends, Class 2, Type A, Reflective Thermoplastic	25,000	SF	\$6.50	\$162,500.00
B15	703-C Removal of existing Traffic Control Markings or Legends	25,000	SF	\$4.50	\$112,500.00
B16	703-D Temporary Traffic Control Markings	25,000	SF	\$3.50	\$87,500.00
B17	703-E Temporary Traffic Control Legends	25,000	SF	\$3.50	\$87,500.00
B18	705-A Pavement Markers, Class A, Type 1A-Mono-Directional White	25000	EA	\$6.50	\$162,500.00
B19	705-B Pavement Markers, Class A, Type 1B-Mono-Directional Yellow	25000	EA	\$6.50	\$162,500.00
B20	705-B Pavement Markers, Class A, Type 2A-Bi-Directional White	25000	EA	\$6.50	\$162,500.00
B21	705-B Pavement Markers, Class A, Type 2B-Bi-Directional White/Yellow	25,000	EA	\$6.50	\$162,500.00
B22	705-B Pavement Markers, Class A, Type 2C-Bi-Directional White/Red	25,000	EA	\$6.50	\$162,500.00

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
B23	705-B Pavement Markers, Class A, Type 2D-Bi-Directional Yellow	25,000	EA	\$6.50	\$162,500.00
B24	705-B Pavement Markers, Class A, Type 2E-Bi-Directional Yellow/Red	25,000	EA	\$6.50	\$162,500.00
B25	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Non-Reflective	500	EA	\$30.00	\$15,000.00
B26	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Non-Reflective	500	EA	\$45.00	\$22,500.00
B27	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Non-Reflective	500	EA	\$30.00	\$15,000.00
B28	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Non-Reflective	500	EA	\$45.00	\$22,500.00
B29	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Mono-Directional Reflective	500	EA	\$40.00	\$20,000.00
B30	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Mono-Directional Reflective	500	EA	\$45.00	\$22,500.00
B31	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Mono-Directional Reflective	500	EA	\$40.00	\$20,000.00
B32	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Mono-Directional Reflective	500	EA	\$45.00	\$22,500.00

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
B33	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Bi-Directional Reflective	500	EA	\$45.00	\$22,500.00
B34	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00
B35	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00
B36	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00
B37	Reflective Paint Parking Lot Stalls, 0-15 Stalls	40	EA	\$20.00	\$800.00
B38	Reflective Paint Parking Lot Stalls, 15-50 Stalls	150	EA	\$19.00	\$2,850.00
B39	Reflective Paint Parking Lot Stalls, 50+ Stalls	250	EA	\$18.00	\$4,500.00
B40	Reflective Thermoplastic Parking Lot Stalls, 0-15 Stalls	40	EA	\$45.00	\$1,800.00
B41	Reflective Thermoplastic Parking Lot Stalls, 15-50 Stalls	150	EA	\$40.00	\$6,000.00
B42	Reflective Thermoplastic Parking Lot Stalls, 50+ Stalls	250	EA	\$35.00	\$8,750.00
B43	Class III-W-Broken Black	100	LF	\$6.00	\$600.00
B44	Class III-W-Solid Black	100	LF	\$7.50	\$750.00

ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
B45	Class III-W-Dotted Black	100	LF	\$6.00	\$600.00
B46	Class III-W- Broken White	100	LF	\$6.00	\$600.00
B47	Class III-W- Solid White	100	LF	\$7.50	\$750.00
B48	Class III-W- Dotted White	100	LF	\$6.00	\$600.00
B49	Specialty Markings - White or Yellow	100	SF	\$35.00	\$3,500.00
B50	Specialty Markings - Blue or Green	100	SF	\$40.00	\$4,000.00
	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 contract bid unit prices				
					\$2,441,150.00



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids **Periodic Bid for Traffic Striping & Marking -2023**

Invitation for Bid #:	97-2022-55
Issue Date:	August 26, 2022
Bid Bond Requirements:	Yes, a bond is required
Performance Bond Requirements:	Yes, a bond is required
Labor & Materials Payment Bond Requirements:	Yes, a bond is required
Certificate of Insurance Requirements:	Yes, a certificate is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	September 6, 2022 @ 10:00 AM CST
Deadline for Questions Date:	September 6, 2022 @ 5:00 PM CST All questions must be submitted in writing to tamara.yancy@huntsvilleal.gov
IFB Closing Date:	September 15, 2022 @ 2:00:00 PM CST
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Tamara M Yancy tamara.yancy@huntsvilleal.gov (256) 883-3614
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Appendix C Supplement – Schedule of Bid Quantities (Excel Spreadsheet)
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Periodic Bid for Traffic Striping & Marking - 2023

APPENDIX B BID PROPOSAL

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
308 Fountain Circle – 5th Floor
Huntsville, Alabama 35801

PROPOSAL OF: J. C. Cheek Contractors, Inc.
(NAME)
P.O. Box 1138, Kosciusko, MS 39090
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PERIODIC BID FOR TRAFFIC STRIPING & MARKINGS - 2023
IFB NO.: 97-2022-55

FOR THE CITY OF HUNTSVILLE, ALABAMA

Ladies/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 – Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

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 Public Works Director subject to City Council approval.

In the event that the NTE Amount is reached prior to the end of any yearly term, the Public Works Director, 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 further agrees as follows:

In accordance with §39-2-8 of Code of Alabama (1975), as amended, shall provide a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by §39-1-1(a) and provide evidence of insurance as required by the bid documents within 15 days notice of Huntsville City Council action authorizing the execution of the contract. In accordance with State Code the performance bond shall be equal to 100 percent of the contract amount and payment bond in an amount not to exceed 50 percent of the contract amount.

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.

I the undersigned, further understand that acknowledgment of receipt of addenda is mandatory and my failure to acknowledge receipt addenda shall result be cause for rejection of the bid proposal.


Signature of the Proposer

Hollee Casey/President
Print or Type Name of Proposer

September 14, 2022
Date

Addendum No.	Date Received
1	9/9/22
2	9/9/22

J. C. Cheek Contractors, Inc.
Legal Name of Firm

P. O. Box 1138
Mailing Address

Kosciusko, MS 39090
City, State, Zip Code

(662) 289-1631 Fax (662) 289-6806
Phone and Fax

hollee@jccheek.com
Email Address

www.jccheek.com
Website Address

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	Project # 97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
	All resurfaced areas shall be reflectively marked for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations.					
A	MOBILIZATION					
	Contract Mobilization, (3% of the total cost of the work order adjusted for final quantities.)	1	EA	\$3,500.00	\$3,500.00	
A1	Project Mobilization A (will be paid on projects that have a cost less than \$1000)	1	EA	\$3,000.00	\$3,000.00	
A2	Project Mobilization B (will be paid on projects that have a cost of \$1000 but less than \$5000)	1	EA	\$2,500.00	\$2,500.00	
A3	Project Mobilization C (will be paid on projects that have a cost of \$5000 but less than \$10,000)	1	EA	\$1,500.00	\$1,500.00	
A4	Project Mobilization D (will be paid on projects that have a cost of \$10,000 but less than \$25,000)	1	EA	\$1,500.00	\$1,500.00	
A5	Project Mobilization E (will be paid on projects that have a cost of \$25,000 but less than \$50,000)	1	EA	\$1,500.00	\$1,500.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	

All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.

1.) All traffic markings shall work in accordance with the Alabama Highway Department Standard Specifications for Highway Construction, Division II, Part 6, Sections 701,703,702. 2.) Unless otherwise specified, traffic markings shall be replaced exactly as traffic markings existing prior to resurfacing work. 3.) All Traffic markings shall be reflectorized with all resurfaced areas marked in accordance with the Manual on Traffic Control Devices, (based on completion status of resurfacing work). 4.) All construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.

B	TRAFFIC STRIPING
	<i>Costs are to include, as applicable, backfilling and/or removal of excavated soil, saw cutting and removal and replacement of pavement and/or concrete, reseeding and mulching of disturbed areas, bushes, conduit marker tape and pull string.</i>

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
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B3	701-A Solid/Broken Color, Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe-SOLID Reflective Thermoplastic	20	Mile	\$3,800.00	\$76,000.00	
B4	701-A Solid/Broken Color, Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe-BROKEN Reflective Thermoplastic	20	Mile	\$1,950.00	\$39,000.00	
B5	701-B Dotted Class 1, Type A, Traffic Stripe, Reflective Paint	2,500	LF	\$1.50	\$3,750.00	
B6	701-B Dotted Class 2, Type A, 0.090 Inch Thickness, Traffic Stripe, Reflective Thermoplastic	2,500	LF	\$3.00	\$7,500.00	
B7	701-C Solid/Broken Temporary Traffic Stripe-SOLID	20	Mile	\$1,250.00	\$25,000.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
B8	701-C Solid/Broken Temporary Traffic Stripe-BROKEN	20	Mile	\$1,250.00	\$25,000.00	
B9	701-D Solid/Broken Traffic Stripe Removed-SOLID	5	Mile	\$4,800.00	\$24,000.00	
B10	701-D Solid/Broken Traffic Stripe Removed-BROKEN	5	Mile	\$3,000.00	\$15,000.00	
B11	703-A Traffic Control Markings, Class 1, Type A, Reflective Paving	25,000	SF	\$3.00	\$75,000.00	
B12	703-A Traffic Control Markings, Class 2, Type A, Reflective Thermoplastic	25,000	SF	\$6.50	\$162,500.00	
B13	703-B Traffic Control Legends, Class 1, Type A, Reflective Paving	25,000	SF	\$3.00	\$75,000.00	
B14	703-B Traffic Control Legends, Class 2, Type A, Reflective Thermoplastic	25,000	SF	\$6.50	\$162,500.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES							9/9/2022
		City of Huntsville					
		Periodic Bid for Traffic Striping & Marking-2023					
		IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT		
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.						
B15	703-C Removal of existing Traffic Control Markings or Legends	25,000	SF	\$4.50	\$112,500.00		
B16	703-D Temporary Traffic Control Markings	25,000	SF	\$3.50	\$87,500.00		
B17	703-E Temporary Traffic Control Legends	25,000	SF	\$3.50	\$87,500.00		
B18	705-A Pavement Markers, Class A, Type 1A-Mono-Directional White	25000	EA	\$6.50	\$162,500.00		
B19	705-B Pavement Markers, Class A, Type 1B-Mono-Directional Yellow	25000	EA	\$6.50	\$162,500.00		
B20	705-B Pavement Markers, Class A, Type 2A-Bi-Directional White	25000	EA	\$6.50	\$162,500.00		
B21	705-B Pavement Markers, Class A, Type 2B-Bi-Directional White/Yellow	25,000	EA	\$6.50	\$162,500.00		
B22	705-B Pavement Markers, Class A, Type 2C-Bi-Directional White/Red	25,000	EA	\$6.50	\$162,500.00		

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
B23	705-B Pavement Markers, Class A, Type 2D-Bi-Directional Yellow	25,000	EA	\$6.50	\$162,500.00	
B24	705-B Pavement Markers, Class A, Type 2E-Bi-Directional Yellow/Red	25,000	EA	\$6.50	\$162,500.00	
B25	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Non-Reflective	500	EA	\$30.00	\$15,000.00	
B26	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Non-Reflective	500	EA	\$45.00	\$22,500.00	
B27	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Non-Reflective	500	EA	\$30.00	\$15,000.00	
B28	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Non-Reflective	500	EA	\$45.00	\$22,500.00	
B29	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Mono-Directional Reflective	500	EA	\$40.00	\$20,000.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
B30	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Mono-Directional Reflective	500	EA	\$45.00	\$22,500.00	
B31	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Mono-Directional Reflective	500	EA	\$40.00	\$20,000.00	
B32	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Mono-Directional Reflective	500	EA	\$45.00	\$22,500.00	
B33	705-B Pavement Markers, Class B, Type 1A-White Ceramic 6" Bi-Directional Reflective	500	EA	\$45.00	\$22,500.00	
B34	705-B Pavement Markers, Class B, Type 1A-White Ceramic 8" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00	
B35	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 6" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00	
B36	705-B Pavement Markers, Class B, Type 1B-Yellow Ceramic 8" Bi-Directional Reflective	500	EA	\$50.00	\$25,000.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
B37	Reflective Paint Parking Lot Stalls, 0-15 Stalls	40	EA	\$20.00	\$800.00	
B38	Reflective Paint Parking Lot Stalls, 15-50 Stalls	150	EA	\$19.00	\$2,850.00	
B39	Reflective Paint Parking Lot Stalls, 50+ Stalls	250	EA	\$18.00	\$4,500.00	
B40	Reflective Thermoplastic Parking Lot Stalls, 0-15 Stalls	40	EA	\$45.00	\$1,800.00	
B41	Reflective Thermoplastic Parking Lot Stalls, 15-50 Stalls	150	EA	\$40.00	\$6,000.00	
B42	Reflective Thermoplastic Parking Lot Stalls, 50+ Stalls	250	EA	\$35.00	\$8,750.00	
B43	Class III-W-Broken Black	100	LF	\$6.00	\$600.00	
B44	Class III-W-Solid Black	100	LF	\$7.50	\$750.00	
B45	Class III-W-Dotted Black	100	LF	\$6.00	\$600.00	

APPENDIX C SUPPLEMENT-SCHEDULE OF BID QUANTITIES						
	City of Huntsville					9/9/2022
	Periodic Bid for Traffic Striping & Marking-2023					
	IFB #97-2022-55					
ITEM NO	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT	
	All Construction techniques and procedures and all materials provided shall be in accordance with current State of Alabama Standard Specifications.					
B46	Class III-W- Broken White	100	LF	\$6.00	\$600.00	
B47	Class III-W- Solid White	100	LF	\$7.50	\$750.00	
B48	Class III-W- Dotted White	100	LF	\$6.00	\$600.00	
B49	Specialty Markings - White or Yellow	100	SF	\$35.00	\$3,500.00	
B50	Specialty Markings - Blue or Green	100	SF	\$40.00	\$4,000.00	
	<i>*Bidder shall note price for color, white, or yellow if priced separately in any pay category when a difference in price exists</i>					
	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 contract bid unit prices					



**APPENDIX F
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

J. C. Cheek Contractors, Inc.

Doing-Business-As Name of Proposer:

J. C. Cheek Contractors, Inc.

Principal Office Address:

P. O. Box 1138, Kosciusko, MS 39090

Telephone Number: (662) 289-1631

Fax Number: (662) 289-6806

Form of Business Entity [check one ("X")]

Corporation X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: January 6, 1970

Location of incorporation: Mississippi

The corporation is held: Publicly Privately X

Names and titles of corporate officers:

Hollie Casey - President

Randolph Cheek - Vice President

Emma Ivester - Secretary/Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ____ Limited ____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ____ No ____

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ____ No X
If "Yes," Department _____

Member of Household City Employee Yes ____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ____ No X
If "Yes," Name (s) _____

3. CONTRACTOR 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.”

4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

J. C. Cheek Contractors, Inc.

I do hereby certify and represent that this

(Insert Name of Business)

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 the state can enjoy open trade.

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

- a. I am authorized to provide representation 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, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

5. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Hollie Casey
Signature of Proposer

Hollie Casey/President
Print or Type Name of Proposer

September 14, 2022
Date

J. C. Cheek Contractors, Inc.
Legal Name of Firm

P. O. Box 1138
Mailing Address

Kosciusko, MS 39090
City State Zip Code

(662) 289-1631 / (662) 289-6806
Phone Fax

hollee@jccheek.com
Email Address

www.jccheek.com
Website Address

APPENDIX G REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): J. C. Cheek Contractors, Inc.
- City of Huntsville current taxpayer identification number (if available): 22627
(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 (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 853-695 Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Hollie Casey Title (if applicable): President

Type or legibly write name: Hollie Casey Date: September 14, 2022

**ATTACHMENT B
CITY OF HUNTSVILLE
GENERAL TERMS AND CONDITIONS**

Revised 8/30/2019

PLEASE READ AND SIGN ACKNOWLEDGEMENT

1. **BID OPENINGS**: All Bid Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.
2. **SUBMISSION OF BIDS**: Complete, sealed bids must be clearly marked with the IFB# and received by Procurement Services no later than 2:00:00 PM City time on the bid closing date specified on the cover of this IFB. For the purposes of receiving Bids, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time.
3. **LATE BIDS**: The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the bid response to the City's Procurement Services office by the 2:00:00 PM local time deadline stated in the bid request. Any bid received after the opening date and time will not be considered.
4. **PRE-BID CONFERENCES**: A Pre-Bid Conference may be scheduled in the bid documents to review and answer any pertinent questions concerning the bid and the specifications.
5. **QUESTIONS**: Any questions or requests for clarification must be addressed at a Pre-Bid Conference, if scheduled, or submitted in writing no less than five (5) business days prior to the date for receipt of bid responses.
6. **ADDENDA**: Any material interpretation of specifications or other bid documents, as determined by the City, will be expressed in the form of an addenda issued by the Procurement Services Division of the Finance Department. No notification will be sent regarding the issuance of addenda; therefore, it is the responsibility of the bidder to periodically check the City's website for any addenda posted and acknowledge receipt of such in their bid response. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees or representatives, unless such clarification or change is provided to bidders in written addendum form from Procurement Services.
7. **SPECIFICATIONS**: The specifications are provided to potential bidders as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form, in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items bid before making the award. The City may also include a process in the bid document to pre-approve equal products.

All items bid will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

8. **NEW EQUIPMENT:** All manufactured commodities shall be new, latest model unless otherwise stipulated. The bidder shall guarantee that commodities submitted for their bid shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.
9. **RESPONSIVE BIDS:** Each bid must be submitted in duplicate in a sealed envelope with the IFB/RFP number, the opening date, and General Contractor's License number clearly noted. Notations stating an amount of any increases or decreases to the bid pricing is acceptable on the outside of the envelope as long as the actual bid price is not revealed. Such notations should be initialed by the preparer. **For your convenience, mailing labels for our physical location and mailing address are provided with this document.** All bidders must use our bid form and follow all instructions in submitting a response. All bids shall be typewritten or in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign bids. All bids must be signed by officials of the corporation or company duly authorized to bind the company. Any bid submitted without being signed will automatically be rejected.
10. **RESPONSIBLE BIDDERS:** The City shall take reasonable measures to determine bidder capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. At reasonable times, the City may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the contractor must provide reasonable assistance. The City reserves the right to inspect on demand and without notice all of the vendors files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.
11. **BID PRICING:** Prices quoted shall be delivered prices, F.O.B. DESTINATION. The City will assume no transportation or handling charges other than specified in the bid. General Contractors are responsible for paying all applicable taxes on materials used for this job. Prices quoted to the City shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies in the bid pricing form, the written words prevail.
12. **LOCAL PREFERENCE:** In accordance with Section 39-3-5 of Code of Alabama (1975), as amended.
13. **PRICE REDUCTIONS:** Not applicable.
14. **DELIVERY/COMPLETION SCHEDULE:** In accordance with the bid documents.
15. **WARRANTY:** The successful contractor shall assume full responsibility for warranty of all components of any installed equipment. The manufacturer's standard warranty shall be furnished at project closeout.
16. **BID REJECTION:** Bidders may be disqualified, and rejection of bids may be recommended for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by the City
 - b. Lack of signature by an authorized representative on the bid form
 - c. Failure to properly complete the bid form and vendor compliance
 - d. Evidence of collusion among bidders.
 - e. Unauthorized alteration of the bid form.
 - f. Failure to submit a Bid Bond.
 - g. Failure to note the General Contractor's license number or note that the bid amount is less than \$50,000.
 - h. **UNBALANCED BID:** The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or between the basic scope of work, alternates or options. 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.

17. **BID AWARDS:** The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City.

All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

Written notification of award will be mailed the successful bidder upon approval of the Huntsville City Council. All other bidders will also be notified by mail and Bid Bonds will be returned at that time. The notice to proceed will be issued upon receipt of performance and payment bonds and certificates of insurance naming the City as additionally insured.

18. **CONTRACT ASSIGNMENT AND SUBLETTING:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.
19. **CONTRACT TERM:** In accordance with the final contract.
20. **INSURANCE REQUIREMENTS:** The bid documents will state the applicable insurance requirements.
21. **NON-APPROPRIATION:** The City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
22. **TERMINATION:** In accordance with the final contract.
23. **HOLD HARMLESS:** The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
24. **EQUAL OPPORTUNITY:** The City has an Equal Opportunity Purchasing Policy and proactively encourages utilization of minority business enterprise in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
25. **ADA:** The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.
26. **PUBLIC RECORDS:** The City is governed by the public records laws of the Code of Alabama -Title 41, Sec. 13.
27. **GOVERNING LAW:** All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama.
28. **ORDER OF PRECEDENCE:** Any provisions, made in the Invitation for Bids, supersede any provisions outlined herein the General Terms and Conditions.

29. **E-VERIFY:** 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:

ATTACHMENT C

SUPPLEMENT TO GENERAL REQUIREMENTS – PART 1

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 through 34-8-10 (1975), as amended 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 Appendix C Supplement - Schedule of Bid Quantities. No bidder may withdraw his bid within ninety (90) days after the actual date of opening. These specifications, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, 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 complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the Standard Specifications, Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications and Special Provisions shall govern over Standard Specifications, Supplemental Specifications. .

All references to OWNER shall mean City of Huntsville, Alabama. All references to Public Works Director 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 Appendix C Supplement - Schedule of Bid Quantities".

(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 Appendix C Supplement – Schedule of 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. Such extension of the contract shall be made by letter issued by the City Engineer or his authorized representative.

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 monthly anticipated adverse weather delays shall be 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.

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 Appendix D – Subcontractor Listing. 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 Appendix C Supplement – Schedule of Bid Quantities, 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. In accordance with §39-2-8 of Code of Alabama (1975), as amended, shall provide a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by §39-1-1(a) and provide evidence of insurance as required by the bid documents within 15 days notice of Huntsville City Council action authorizing the execution of the contract. In accordance with State Code the performance bond shall be equal to 100 percent of the contract amount and payment bond in an amount not to exceed 50 percent of the contract amount.

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. 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 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: Linda Parsons.

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 Advertisement for Bids

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 by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the 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 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.

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 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.

20. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to complete the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if Contractor

fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work has been completed.

- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

21. UNBALANCED BIDS

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

22. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Explosion, Collapse and Underground

Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

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

C. OTHER INSURANCE PROVISIONS

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

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

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the

contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

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

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

2. All Coverages

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

23. DOMESTIC PREFERENCES

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

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 of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

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: <https://www.irs.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 Manager. 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

As a condition of the contract, pursuant to 8 U.S.C. § 1324a, Contractor, must certify that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Contractor certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.

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. 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.

45. 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.

46. 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.

47. 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.

ATTACHMENT D
SUPPLEMENT TO GENERAL REQUIREMENTS-PART 2
REVISED 5/13/11

GENERAL NOTES:

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

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

1. The purpose of this periodic bid for various construction projects is to provide for the expedient construction of roadway, drainage, and other projects as designated by the City of Huntsville, utilizing unit prices for the commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville and issued with each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule or as the City deems accordingly.
2. All engineering will be conducted by the City of Huntsville.
3. The City of Huntsville will provide the Contractor with a detailed plan showing the required work, and a list of the materials and quantities estimated for the project.
4. A representative from the City of Huntsville will visit each job site with a representative of the successful bidder in order to determine the work details of each project. After the site visit, the Contractor will prepare an estimated total project cost based on his determination of construction quantities necessary to perform the required work. The City of Huntsville will provide a start and end date on each project. The City will review the Contractor's total project cost and if acceptable, will issue a Notice to Proceed.
5. All materials will be furnished and installed by the successful bidder, with exceptions as stated in the estimated quantities (Appendix C Supplemental – Schedule of Bid Quantities).
6. The Public Works Department shall be notified prior to the beginning of work at any job site. If lane closures are required, notification shall be made at least 72 hours in advance of closure. The Contractor shall notify the property owners before entering private property to perform any work.
7. Where existing pavement is to be overlaid, the existing pavements shall be thoroughly cleaned and a bituminous tack coat applied to the existing paving in accordance with Section 405 of the COH Standard Specifications for Construction of Public Improvements, latest edition. Gutters and concrete surfaces along the roadway shall be protected from the tack coat. This cost is subsidiary to other items.
8. All work includes appropriate traffic control devices and necessary personnel to protect the work zone and motorists in conformance with the latest edition of the Alabama Manual on Uniform Traffic Control Devices.
9. Unless prior permission is given by the City of Huntsville, no resurfacing may be started during hours of darkness or continued longer than 30 minutes after the onset of darkness.
10. All paving materials of any or all types used to complete these projects shall be applied and/or placed in strict accordance with the COH Standard Specifications for the Construction of Public Improvements. Temperature of materials and weather condition requirements will be Sub-Article 410.03(b) of the aforementioned Standard Specifications.
11. Work which will necessitate the closure of one or more existing travel lanes of a roadway cannot be performed

- during the hours of 6:30 a.m. to 8:00 a.m. and 3:30 p.m. to 5:30 p.m. without permission of the City of Huntsville Engineering Division. The purpose of this restriction is to prevent severe congestion on these roadways experiencing rush hour capacity problems. If a project is not on a problem roadway, permission will generally be granted.
12. All prices must be firm for a period of one (1) year from the date of contract award with extensions as allowable by State Bid Law.
 13. Basis of payment will be the original contract unit prices multiplied by the actual quantities measured (to be determined by the City of Huntsville). All work shall be started within three (3) days of the work start date on the Notice to Proceed, unless further delay is authorized on such order, and all such work shall be completed within the time frame specified by the Project Engineer. Beginning and end dates will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work. Failure to comply with the times specified in the NTP may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, and be assessed damages (refer to Item #17 in the Supplement to General Conditions, attached hereto).
 14. The contractor understands that the contract time for each work authorization will be determined by the City of Huntsville Project Engineer on a project by project basis.
 15. Contractor shall maintain and repair site conditions to original state, unless otherwise directed by the City of Huntsville.
 16. Concrete forms will be utilized on concrete cast against asphalt, unless authorization is given by the City of Huntsville. Expansion joints shall be no greater than 50 feet apart and curbs shall be saw cut every 10 feet. Also, expansion joints are required against existing concrete.
 17. All concrete poured in place shall be minimum 3000 p.s.i.
 18. Base failure repair (in excess of 6" in depth) will require removal and disposal of asphalt, concrete, aggregates, or undesirable solid. Placement of dense graded base will be in accordance with Section 301 of the Standard Specifications for State of Alabama, Current Edition. All materials shall be in accordance with Section 825, Type B, 100% compaction. Contractor is responsible for maintenance and cleaning of area during and after curing of dense graded base.
 19. All asphalt mixes shall be in accordance with current Standard Specifications for State of Alabama, Latest Edition.
 20. French drains will be constructed and installed per City of Huntsville Standard Specifications.
 21. Manhole adjustments, whether sanitary or storm sewer, are to be made with concrete adjustment rings to new asphalt level before resurfacing. New binder to be used as backfill around ring to within 1.25 inches of top of ring.
 22. Vehicular detector loop replacement, THHN #12 awg wire installed in slots cut in the pavement and sealed with sealant manufactured specifically for embedding loop detector wire in concrete or bituminous pavements. Included in the unit price shall be installation of a 15 L.F. Loop Lead Wire for each loop installation.
 23. All traffic markings work shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, Division II, Part 6 Sections 701, 703, 705.
 24. Unless otherwise specified, traffic markings shall be replaced exactly as traffic markings existing prior to resurfacing work.
 25. All resurfaced areas shall be reflectively marked for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. Note price for color white or yellow, if priced separately in any category when a difference in price exists.
 26. The contractor shall be responsible for all traffic control. A separate pricing section listing required items for Traffic Control is included in the bid documents. All traffic control devices and procedures must be in accordance with current edition of the Manual on Uniform Traffic Control Devices for work zone areas for each work item. The contractor shall be responsible for following this standard for all work activities within this bid. Questions should be directed to the COH Project Engineer.
 27. The contractor shall provide his own supervision and management for all work to be performed. Further, the contractor shall provide to the City of Huntsville the names of those person(s) he has selected to provide liaison with the City for individual or groups of projects. The contractor will provide the name or names at the time work authorizations are issued.
 28. All construction techniques and procedures and all materials provided shall be in accordance with City of Huntsville Standard Specifications for Construction of Public Improvements and State of Alabama Standard

Specifications. All sanitary sewer, force main and pump station work will be performed in accordance with the City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2005, and City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2005, as prepared by the Office of the City Engineer of the City of Huntsville. These sewer manuals will supersede any sewer standards in the 1991 manuals and ALDOT Standard Specifications.

29. In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.
30. There is no guaranteed minimum amount of work nor a minimum or maximum project size. All work is to be determined by the COH.
31. Each project will include a price for the item of "contract mobilization" item. The payment of Contract Mobilization will cover any preparatory work and operations which must be performed or for costs incurred prior to the beginning of work. Payment will be made on 3% of the Total Project Cost, including Project Mobilization.
32. Work covered under "Project Mobilization" includes costs for preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the removal of those personnel, equipment, supplies, and incidentals from the project site. Payment will be made for each individual project based on the total Project Cost.
33. Definition of a Project: A "project" for this periodic bid is all work issued on a single work order and on a single purchase order and may include only one location or several locations with all locations stated on the work order/purchase order considered as a single project and all having the same start and end date.
34. **Determination of the LOWEST RESPONSIBLE BIDDER:**
For the purpose of determining the lowest responsible bidder, the OWNER shall consider the Total Base Bid amount, as set forth in the Request for Bids. There is no guaranteed minimum or maximum amount of work or project size. The Total Base Bid amount will be used for evaluation purposes and does not guarantee the Total Base Bid amount to be expended over the life of the contract. Projects will vary in size and dollar amounts, as determined by the City. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. The City reserves the right to reject any and all bids, and to rebid, if necessary.
35. All items of work specified in Appendix C Supplemental – Schedule of Bid Quantities must be bid. Any items that appear unbalanced may be cause for rejection of bid.
36. Any "unit price" which does not appear to be a reasonable price for the item of work, may be considered "unbalanced".
37. Wheel Chair Ramps Armor-Tile (or equal), or brick per detail – Sidewalk Construction will be constructed per specification with Detachable Warning Domes at Pedestrian Crosswalks and Details of Sidewalks, known as Attachment "N" attached.
38. This Periodic Bid for Traffic Striping & Markings - 2023 more particularly known as IFB No. 97-2022-55 requires the contractor to possess a State of Alabama Classification of Highways and Streets or Municipal and Utility.

Company ID Number: 133014

Approved by:

Employer J.C. Cheek Contractors	
Name (Please Type or Print) Debra A Harmon	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008



Company ID Number: 133014

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J.C. Cheek Contractors
Company Facility Address	2087 Attala Road #5257 Kosciusko, MS 39090
Company Alternate Address	P.O. Box 1138 Kosciusko, MS 39090
County or Parish	ATTALA
Employer Identification Number	640478831
North American Industry Classification Systems Code	237
Parent Company	J.C. Cheek Contractors
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 133014

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

MISSISSIPPI

1 site(s)

Company ID Number: 133014

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

Name Debra A Harmon
Phone Number (662) 289 - 1631 ext. 123
Fax Number (662) 289 - 6806
Email Address dharmon@jccheek.com



Alabama Secretary of State



J. C. Cheek Contractors, Inc.	
Entity ID Number	000 - 853 - 695
Entity Type	Foreign Corporation
Principal Address	35 BYPASS KOSCIUSKO, MS
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	
Qualify Date	06/26/1972
Registered Agent Name	SHERTZER, LEONARD L JR
Registered Office Street Address	630 ADAMS AVENUE MONTGOMERY, AL
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1988 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	01/18/2005
Legal Name Changed From	J. C. Cheek Sod & Erosion Contractor, Inc.
Scanned Documents	
Document Date / Type / Pages	01/18/2005 Legal Name Change 1 pg.

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