

OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD

PROJECT NUMBER 71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL

CITY OF HUNTSVILLE, ALABAMA

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ATTACHMENT "A"

Old Highway 20 Phase 3-A over Norfolk Southern Railroad
COH Project No. 71-19-SP08

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Clearing & Grubbing (Maximum Allowable Bid \$4000 per acre) (App. 19 Acres)	1	L.S.		\$0.00
2	Removing Pipe	95	L.F.		\$0.00
3	Removing Fence	2,689	L.F.		\$0.00
4	Removing Headwalls	3	EACH		\$0.00
5	Unclassified Excavation	42,660	C.Y.		\$0.00
6	Borrow Excavation	322,119	C.Y.		\$0.00
7	Borrow Excavation (A4 Or Better)	29,600	C.Y.		\$0.00
8	Borrow Excavation (Underwater Backfill)	2,878	TON		\$0.00
9	Borrow Excavation (Underwater Embankment)	20,000	TON		\$0.00
10	Roadbed Stabilizing Material, ALDOT #410 (ALDOT 231B-004)	4,039	TON		\$0.00
11	Crushed Aggregate Base Course, Type B, Plant Mixed, 4" Compacted Thickness (ALDOT 301A-004)	400	S.Y.		\$0.00

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**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
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UNIT BID SHEET

12	Crushed Aggregate Base Course, Type B, Plant Mixed, 5" Compacted Thickness (ALDOT 301A-008)	51,937	S.Y.	\$0.00
13	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness (ALDOT 301A-012)	1,160	S.Y.	\$0.00
14	Crushed Aggregate, Section 825, Type B, For Miscellaneous Use	500	Ton	\$0.00
15	Bituminous Treatment A (ALDOT 401A-000)	26,800	S.Y.	\$0.00
16	Tack Coat (ALDOT 405A-000)	2,581	GAL	\$0.00
17	Joint Sealant for Hot Mix Asphalt Pavement	5	MILE	\$0.00
18	Planing Existing Pavement (Approximately 1.10' thru 2.0" Thick)	119	S.Y.	\$0.00
19	Planing Existing Pavement (Approximately 4.10' thru 5.0" Thick)	103	S.Y.	\$0.00
20	Material Remixing Device	1	EACH	\$0.00

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UNIT BID SHEET

21	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size, ESAL Range A/B (ALDOT 424A-340)	2,000	TON	\$0.00
22	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size, ESAL Range B/C (ALDOT 424B-636)	4,500	TON	\$0.00
23	Aggregate Surfacing (1" Down, Crusher Run)	500	TON	\$0.00
24	Reinforced Cement Concrete Bridge End Slab	378	S.Y.	\$0.00
25	Steel Reinforcement	189,800	LB	\$0.00
26	Steel Reinforcement For Bridge Superstructure, Sta 95+95.20, App. 259500 Pounds	1	LS	\$0.00
27	Pile Points (Type A, 12")	76	EACH	\$0.00
28	Steel Piling Furnished And Driven (HP 12x53)	5,000	L.F.	\$0.00
29	Drilled Shaft Excavation, 5'-0" Diameter	428	L.F.	\$0.00

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**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
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UNIT BID SHEET

30	Special Drilled Shaft Excavation, 5'-0" Diameter	82	L.F.	\$0.00
31	Drilled Shaft Construction, 5'-0" Diameter, Class DS1 Concrete	510	L.F.	\$0.00
32	Exploration Below Drilled Shaft	120	L.F.	\$0.00
33	Crosshole Sonic Logging, 5'-0" Diameter	12	EACH	\$0.00
34	Structural Steel	20,380	LB	\$0.00
35	Bridge Substructure Concrete	741	C.Y.	\$0.00
36	Bridge Concrete Superstructure, Sta 95+95.20, App. 1286 C.Y.	1	LS	\$0.00
37	Grooving Concrete Bridge Decks	3,097	S.Y.	\$0.00
38	Elastomeric Bearing Type 4 (Mark VB4)	90	EACH	\$0.00
39	Pretensioned-Prestressed Concrete Girders, Type BT-72 (Specialty Item)	6,212	L.F.	\$0.00
40	Retaining Wall #1	11,105	S.F.	\$0.00

ATTACHMENT "A"

**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
COH Project No. 71-19-SP08**

UNIT BID SHEET

		9,669	S.F.		\$0.00
41	Retaining Wall #2				
42	18" Roadway Pipe (Class 3 R.C.)	57	L.F.		\$0.00
43	24" Roadway Pipe (Class 3 R.C.)	49	L.F.		\$0.00
44	29" Span, 18" Rise Roadway Pipe (Class 3 R.C.)	83	L.F.		\$0.00
45	36" Span, 23" Rise Roadway Pipe (Class 3 R.C.)	202	L.F.		\$0.00
46	44" Span, 27" Rise Roadway Pipe (Class 3 R.C.)	233	L.F.		\$0.00
47	51" Span, 31" Rise Roadway Pipe (Class 3 R.C.)	23	L.F.		\$0.00
48	18" Storm Sewer Pipe (Class 3 R.C.)	900	L.F.		\$0.00
49	24" Storm Sewer Pipe (Class 3 R.C.)	1,638	L.F.		\$0.00
50	22" Span, 14" Rise Storm Sewer Pipe (Class 3 R.C.)	256	L.F.		\$0.00
51	36" Span, 23" Rise Storm Sewer Pipe (Class 3 R.C.)	95	L.F.		\$0.00

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**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
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UNIT BID SHEET

52	44" Span, 27" Rise Storm Sewer Pipe (Class 3 R.C.)	147	L.F.	\$0.00
53	18" Side Drain Pipe (Class 3 R.C.)	31	L.F.	\$0.00
54	Mobilization	1	LS	\$0.00
55	6" Underdrain Pipe	809	L.F.	\$0.00
56	Separation Geotextile	7,693	S.Y.	\$0.00
57	Loose Riprap, Class 1	1,000	TON	\$0.00
58	Loose Riprap, Class 2	1,500	TON	\$0.00
59	Filter Blanket, Geotextile	43,603	S.Y.	\$0.00
60	Slope Paving	300	C.Y.	\$0.00
61	Concrete Sidewalk, 4" Thick	3,563	S.Y.	\$0.00
62	Concrete Driveway, 6" Thick (Includes Wire Mesh)	66	S.Y.	\$0.00
63	18" Roadway Pipe End Treatment, Class 1	2	EACH	\$0.00
64	24" Roadway Pipe End Treatment, Class 1	2	EACH	\$0.00
65	18" Side Drain Pipe End Treatment, Class 1	2	EACH	\$0.00

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**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
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UNIT BID SHEET

66	29" Span, 18" Rise Roadway Pipe End Treatment, Class 1	1	EACH		\$0.00
67	36" Span, 23" Rise Roadway Pipe End Treatment, Class 1	3	EACH		\$0.00
68	44" Span, 27" Rise Roadway Pipe End Treatment, Class 1	2	EACH		\$0.00
69	51" Span, 31" Rise Roadway Pipe End Treatment, Class 1	1	EACH		\$0.00
70	Junction Boxes, Type 1 or 1P	1	EACH		\$0.00
71	Inlets, Type E	4	EACH		\$0.00
72	Inlets, Type C	1	EACH		\$0.00
73	Inlets, Type S1 or S3 (1 Wing)(Modified)	29	EACH		\$0.00
74	Inlets, Type S1 or S3 (2 Wing)(Modified)	2	EACH		\$0.00
75	Inlets, Type S2 or S4 (1 Wing)(Modified)	3	EACH		\$0.00
76	Inlets, Type PD	1	EACH		\$0.00
77	Concrete Gutter (Valley)	185	L.F.		\$0.00
78	Combination Curb & Gutter, Type C (Modified)	6,352	L.F.		\$0.00

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UNIT BID SHEET

79	Steel Beam Guardrail, Class A, Type 2	50	L.F.	\$0.00
80	Guardrail End Anchor, Type 13	4	EACH	\$0.00
81	Guardrail End Anchor, Type 20 Series (MASH)	4	EACH	\$0.00
82	Industrial Fence, 7.33 Feet High, Special Mounting	884	L.F.	\$0.00
83	Woven Wire Fence (Metal Posts)	44	L.F.	\$0.00
84	Barbed Wire Fence, 5 Strands, 5 Feet High	1,524	L.F.	\$0.00
85	Topsoil from Stockpiles	5,816	C.Y.	\$0.00
86	Seeding	19	ACRE	\$0.00
87	Solid Sodding (Bermuda)	11,763	S.Y.	\$0.00
88	Mulching	19	ACRE	\$0.00
89	Erosion Control Product, Type S4	1,394	S.Y.	\$0.00
90	Erosion Control Product, Type S3	37,149	S.Y.	\$0.00
91	Erosion Control Product, Type C8	3,041	S.Y.	\$0.00
92	Temporary Seeding	11	ACRE	\$0.00
93	Temporary Mulching	99	TON	\$0.00

ATTACHMENT "A"

**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
COH Project No. 71-19-SP08**

UNIT BID SHEET

94	Polyethylene	500	S.Y.		\$0.00
95	Hay Bales	500	EACH		\$0.00
96	Sand Bags	1,000	EACH		\$0.00
97	Temporary Riprap, Class 2	500	TON		\$0.00
98	Silt Fence	7,846	L.F.		\$0.00
99	Temporary Coarse Aggregate, ALDOT Number 1	500	TON		\$0.00
100	Silt Fence Removal	7,846	L.F.		\$0.00
101	Inlet Protection, Stage 3 or 4	40	L.F.		\$0.00
102	Wattle	1,500	L.F.		\$0.00
103	Geometric Controls	1	LS		\$0.00
104	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	2	MILE		\$0.00
104	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)	2	MILE		\$0.00
105	Broken White, Class 2, Type A Traffic Stripe (5" Wide)	2	MILE		\$0.00

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**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
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UNIT BID SHEET

105	Broken Yellow, Class 2, Type A Traffic Stripe (5" Wide)	2	MILE		\$0.00
106	Broken White, Class W, Type A Traffic Stripe (5" Wide)	840	L.F.		\$0.00
106	Solid White, Class W, Type A Traffic Stripe (5" Wide)	840	L.F.		\$0.00
107	Broken Yellow, Class W, Type A Traffic Stripe (5" Wide)	840	L.F.		\$0.00
107	Solid Yellow, Class W, Type A Traffic Stripe (5" Wide)	840	L.F.		\$0.00
108	Traffic Control Markings, Class 2, Type A	416	S.F.		\$0.00
108	Pavement Markers, Class A-H, Type 2-C	228	EACH		\$0.00
109	Pavement Markers, Class A-H, Type 2-D	91	EACH		\$0.00
109	Class 4, Aluminum Flat Sign Panels 0.08" Thick Or Steel Flat Sign Panels 14 Gauge (Type III Or Type IV Background)	62	S.F.		\$0.00
110	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	112	L.F.		\$0.00
110	Construction Signs	227	S.F.		\$0.00

ATTACHMENT "A"

**Old Highway 20 Phase 3-A over Norfolk Southern Railroad
COH Project No. 71-19-SP08**

UNIT BID SHEET

111	Special Construction Signs	27	S.F.		\$0.00
111	Channelizing Drums	75	EACH		\$0.00
112	Cones (36 Inches High)	100	EACH		\$0.00
112	Barricades, Type III	6	EACH		\$0.00
113	Warning Lights, Type B	4	EACH		\$0.00
113	Ballast for Cone	100	EACH		\$0.00
114	Portable Changeable Message Sign, Type 2	3	EACH		\$0.00

TOTAL BASE BID

\$0.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

COMPANY _____
SIGNATURE _____
DATE _____

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

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

**PROPOSAL OF _____
(NAME)**

**_____
(ADDRESS)**

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

**OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
PROJECT #71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL**

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is **MANDATORY** that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is one hundred eighty (180) calendar days.

**OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
PROJECT #71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL**

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

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

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

Attachments Q, T and U must be submitted with the bid package.

DATED: _____, 20 ____.

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

SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

OUR CONTRACTOR'S STATE LICENSE NO. IS _____

(IF A CORPORATION)

SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES PRESIDENT _____

OF SECRETARY _____

OFFICERS TREASURER _____

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

ATTACHMENT "C"

OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
PROJECT #71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

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

<u>ADDENDUM NO.</u>	<u>DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)</u>

COMPANY _____

SIGNATURE _____

TITLE _____

DATE _____

ATTACHMENT "D"

**OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
PROJECT #71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL**

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall immediately notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

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

ATTACHMENT "E"

**OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
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Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1.

2.

3.

4.

5.

ATTACHMENT "F"

bid meeting to be held on Wednesday, September 2, 2020, at 9:00 am, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Old Highway 20 Phase III-A, Bridge over Norfolk-Southern Railroad, more particularly known as Project No. 71-19-SP08 & FRA Agreement 69A36520401570CRSAL

Description of Project: Old Highway 20 Phase III-A, bridge over Norfolk-Southern Railroad. Grade, Drain, Base, Pave, Bridge and MSE walls.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

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

This project Old Highway 20 Phase III-A, Bridge over Norfolk-Southern Railroad, more particularly known as Project No. 71-19-SP08 & FRA Agreement 69A36520401570CRSAL requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 24th day of September, 2020, until 10:00 a.m. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$50,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

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

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991

5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

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

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

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

ALABAMA ACT 2016-312

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

 Title: _____
 (Signature of authorized individual) "

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER: _____

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____
 CONTRACT DURATION _____ DAYS
 START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS
 TIME C.O. # 1 _____
 TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
 TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ _____ CURRENT \$ _____
 C.O. # 1 \$ _____
 C.O. # 2 \$ _____
 C.O. # 3 \$ _____

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ _____
 MATERIAL STORED (INVOICE ATTACHED) \$ _____
 RETAINAGE (5% OF 50% OF CONTRACT) \$ _____
 AMOUNT EARNED AFTER RETAINAGE \$ _____

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200
 LIQUIDATED DAMAGES ASSESSED TO DATE: _____

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ _____
 AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ _____

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE _____ DAYS = _____
 TOTAL CONTRACT TIME (3) 0 DAYS
 B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) _____ = #DIV/0!
 TOTAL CONTRACT AMOUNT _____
 C: PROGRESS OF WORK: B - A = _____

CONTRACTORS CERTIFICATE

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

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

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

APPROVED FOR PAYMENT

BY: _____ CONSTRUCTION INSPECTOR
 BY: _____ KATHY MARTIN CITY ENGINEER
 OR LYNN MAJORS, ADMINISTRATIVE OFFICER
 BY: _____ PROJECT ENGINEER
 IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

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

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): _____
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

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

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

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

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

Signature: _____ Title (if applicable): _____

Type or legibly write name: _____ Date: _____

ATTACHMENT "J"

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

Title: _____
(Signature of authorized individual) "

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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

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

Signature: _____

Name of Certifying Official (print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____

ATTACHMENT "L"

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

April 2019

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this

Agreement as shown in section 5 of the Agreement cover sheet.

- j. **Federal Government** means the United States of America and any executive department or agency thereof.
- k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. **Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. **Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. **Project** means the task or set of tasks set forth in the Statement of Work.
- q. **Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof. Subpart A definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. **Financial Analyst.** The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. **Grant Manager.** The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. **Regional Manager.** The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. Contact Information. FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. Scope. The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. Schedule. The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
 - 2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. Property and Equipment.
 - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
 - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
 - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
 1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
 2. Grantee fails to make reasonable progress on the Project;
 3. Grantee fails to provide the Non-Federal Contribution;
 4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
 6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

- a. Final Documentation. As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. Excess Payments. If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.tsr.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. Definitions. For purposes of this section:
- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a Grantee; and
 - The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
- 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.
- 7) Be satisfactorily documented; and
- 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.

d. Disallowed Costs. Disallowed costs include the following:

- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
- 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
- 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. **Bond Interest and Other Financing Costs.** To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. **Requirement to Remit Interest.** The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. **Project Accounts.** The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. **Funds Received or Made Available for the Project.** Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. **Documentation of Project Costs and program income.** All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. **Checks, Orders, and Vouchers.** The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

- a. **Federal Standards.** The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. **Cargo Preference –** Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
 - 1) **Use of United States-flag vessels:**
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 - 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
 - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”
- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:
- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
 - 2) express said amount as a percentage of the total costs of the planned acquisition.
- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- e. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- 1) agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.
- 2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.
- 3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

28. Rights in Intangible Property:

- a. **Title to Intangible Property.** Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. **Copyright.** The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. **Patents.** The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. **Research Data.** For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. **Freedom of Information Act (FOIA).** Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. **Acknowledgement and Disclaimer.** An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
- 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. **Signs.** The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. **General Audit Requirements.** The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. **Inspection by Federal Officials.** The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

38. Ethics:

- a. **Standards of Conduct.** The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Existing Codes or Standards.** This section does not require the Grantee to

implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

PART IV. GOVERNING LAWS AND REGULATIONS

43. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this

Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

- 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.
 - 3) The Grantee is required to comply with all applicable Federal laws, regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to those referenced in this Agreement.
- c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

**Consolidated Rail Infrastructure and Safety Improvements Clauses
Attachment 1A**

The Grantee agrees to comply with the clauses in this Attachment 1A according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Performance Measures

Grantee agrees to measure and report on the performance measures as stated in Attachment 5.

c. Buy America

In lieu of Section 37 of Attachment 1 to this Agreement, the Grantee agrees to comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project.

Additional guidance on compliance with the Buy America provisions is available on FRA's website at: <http://www.fra.dot.gov/Page/P0185>.

d. Operators Deemed Rail Carriers

The Grantee recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided by this Agreement will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Grantee agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1):

(1) If Grantee is the railroad that owns the rights-of-way used by the Project funded by this Agreement, then Grantee agrees that: the infrastructure capacity is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, as applicable; railroad collective bargaining agreements with the Grantee's employees

(including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the Grantee on the Project; and the Grantee will comply with liability requirements consistent with 49 U.S.C. § 28103.

(2) If Grantee is not the railroad owning all of the rights-of-way used by the Project funded by this Agreement, then Grantee represents that it has entered into a written agreement with the railroad(s) owning rights-of-way used by the Project funded by this Agreement, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations resulting from the Project; an assurance by the railroad(s) that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance of compliance with liability requirements consistent with 49 U.S.C. § 28103.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project uses rights-of-way owned by a railroad, then Grantee will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project uses rights-of-way owned by a railroad, then, the Grantee will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

ADOPTED
2/13/2020

ATTACHMENT "N"

PLEASE RETURN TO:
CITY CLERK-TREASURER
P.O. BOX 308
HUNTSVILLE, AL 35804

RESOLUTION NO. 20-151

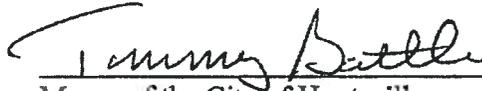
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into a Construction Agreement by and between the City of Huntsville and Norfolk Southern Railway Company, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Construction Agreement Between the City of Huntsville and Norfolk Southern Railway Company," consisting of thirty-eight (38) pages including exhibits with the date of February 13, 2020 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of February, 2020.



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

APPROVED this the 13th day of February, 2020.



Mayor of the City of Huntsville,
Alabama

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated as of the 13th day of February, 2020 is made and entered into by and between

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

CITY OF HUNTSVILLE, an Alabama municipality, whose mailing address is 320 Fountain Circle, Huntsville, Alabama 35801 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to construct a new overhead bridge carrying Old Highway 20 over RAILWAY (the "Facilities"), in the vicinity of RAILWAY Milepost 353.1-A, at or near Huntsville, Limestone County, Alabama (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

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

WHEREAS, LICENSEE agrees, upon the completion of the overhead bridge structure the existing at-grade crossing for Old Highway 20 DOT#731838B will be closed; and

WHEREAS, the Licensee shall ensure that, where appropriate, the Licensee is in full compliance with the liability requirements contained in 49 U.S.C. § 28103; and

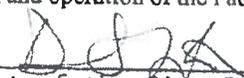
WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit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

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

I. LICENSEE'S FACILITIES

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

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and



President of the City Council of
the City of Huntsville, Alabama
Date: February 13, 2020

without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. To the fullest extent allowed by the laws of the State of Alabama, which laws may include limitations of liability, LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

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

6. Insurance. LICENSEE will require its Contractor, before commencing the work of constructing the Facilities, to furnish evidence acceptable to LICENSEE and RAILWAY that the Contractor has provided Public Liability and Property Damage Insurance and Railroad Protective Liability Insurance in the amounts specified in special provisions attached hereto and made a part of this agreement and in a form approved by LICENSEE and RAILWAY.

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

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

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

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

11. Railway Changes. Intentionally Omitted.

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

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

14. Default; Remedies.

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

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) business days after written notice of such default is delivered to LICENSEE;

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

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

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

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

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

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

(a) If LICENSEE shall discontinue the use or operations of the Facilities for a period greater than one year, except in the case where the Facilities are closed to public use due to replacement, extraordinary repair, or expansion. Provided, however, that in the event of replacement, extraordinary repair or expansion of the Facilities by Licensee, the Licensee shall abide, as applicable, with the relevant provisions of this Agreement.; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises in such a manner that necessitates the removal of the Facilities by Licensee.

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

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

18. Interests in Real Property

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

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY have entered into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement. In a transaction to be handled separately by the parties, LICENSEE will vacate its current easement in exchange for RAILWAY granting the needed aerial easement, to be in substantially the same form as attached Exhibit D (the "Aerial Easement"). Licensee shall also grant, as part of the consideration for the Sewer Easement and the Aerial Easement, such railroad right of way as may be required across its existing Right of Way in order for the Railway to access the Mazda Toyota Plant in accordance with its agreement with Mazda Toyota USA.

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

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

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

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

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

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

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

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

5. Reimbursement by LICENSEE.

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

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be Three Hundred Ninety Seven Thousand, Six Hundred Forty Four Dollars and Zero Cents (\$397,644.00). It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

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

III. GENERAL PROVISIONS

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

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

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

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

As to LICENSEE:
c/o City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801
Attention: Director of City Engineering

As to RAILWAY:
c/o Norfolk Southern Corporation

1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

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

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

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

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

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

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

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

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

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

13. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its conflict of law provisions.

14. Collective Bargaining Agreements. Railway agrees that collective bargaining agreements with railroad employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by such employees on the railroad transportation corridor for the Project.

15. Infrastructure Capacity. Railway represents that the infrastructure capacity for its existing facilities is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, if applicable. Currently, there are no passenger operations on the corridor.

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

CITY OF HUNTSVILLE, an Alabama municipality

By: Tommy Battle

Name: Tommy Battle

Title: Mayor

Date: February 13, 2020

ATTEST:

Kenneth Benion
Kenneth Benion, City Clerk-Treasurer

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: Todd Reynolds

Name: Todd Reynolds

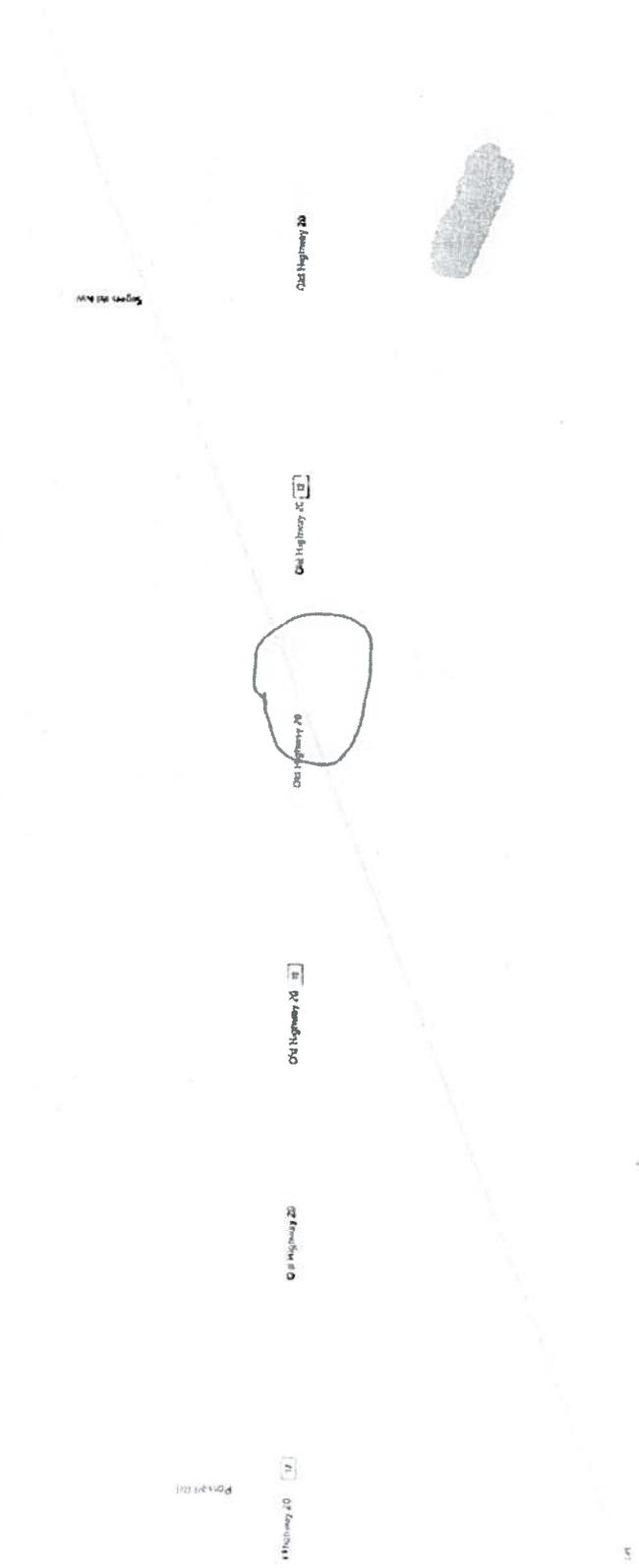
Title: General Manager

Date: 3/10/2020

NS File: BR1113178?

S: CITY\Norfolk Southern\Old Hwy 20\CONST Agreement - Huntsville AL - Old Hwy 20 OHB v1.docx

Exhibit A



E Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

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

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

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

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

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

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

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

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal

clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

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

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

B. Ballast Protection

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

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

C. Excavation:

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

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

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

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

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

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

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

G. Erection & Hoisting Procedures

1. General

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

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- i. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

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

6. DAMAGES:

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

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
 4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.
- B. Scheduling and Notification:
1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
 2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
 3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart 1 and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

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

**8. HAUL ACROSS RAILROAD TRACK:**

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

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

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

11. TRAINMAN'S WALKWAYS:

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

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

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

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

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.



bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

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

a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: Risk Manager

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

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
 - j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.
- | | |
|-----------------|----------------------------------|
| <u>SPONSOR:</u> | <u>RAILROAD:</u> |
| | Risk Management |
| | Norfolk Southern Railway Company |
| | Three Commercial Place |
| | Norfolk, Virginia 23510-2191 |
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures



1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.
2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

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

16. PAYMENT FOR COST OF COMPLIANCE:

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

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor's Project No.: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Huntsville, AL
Project Description:	New OHB Old Highway 20
Location:	Huntsville, Limestone County, AL
Project No.:	
Milepost:	353.1-A
File:	BR1113177
Date:	February 11, 2020

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	71,073
ITEM C - Accounting	2,896
ITEM D - Flagging Services	303,675
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	20,000
ITEM G - Track Work	0
ITEM H - T-Cubed	0
	<hr/>
GRANDTOTAL	\$ 397,644

ITEM A - Preliminary Engineering

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

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

Exhibit C

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,773
Travel Expenses:		2,500
Services by Contract Engineer:		60,000
	NET TOTAL - ITEM B	<hr/>
		\$ 71,073

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	30 Hours @ \$30 / hour=	900
Accounting Additives:		746
	NET TOTAL - ITEM C	<hr/>
		\$ 2,896

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	250 days @ 390.00 per day=	97,500
	(based on working 1 shifts 12 hours/day)	
Labor Additive:		181,175
Travel Expenses, Meals & Lodging:		
	250 1 shifts a day @ \$100/day=	25,000
Rental Vehicle	0 months @ \$950/month=	0
	NET TOTAL - ITEM D	<hr/>
		\$ 303,675

ITEM E - Communications Changes

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

Exhibit C

ITEM F - Signal & Electrical Changes

Material:	250
Labor:	4,886
Purchase Services:	1,750
Other:	13,113
	<hr/>
NET TOTAL - ITEM F	\$ 20,000

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
		<hr/>
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum \$ -

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.82%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (02/11/2020). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Norfolk Southern Corp.
Federal Aid Summary

Subject: Huntsville (Greenbrier), AL - Proposed Old Hwy 20 Overhead Bridge File: pending

MP: 353.1-A

District: Memphis East

Division: Alabama

Notes: Conceptual plan calls for new bridge to be built over NS main, siding, and yard tracks.
The existing at-grade signalized crossing (FLGS/PMD) will be closed at the end of project.
Costs are for retirement/removal of crossing equipment and devices upon closure.

1. Material Purchase:	Estimated	\$250.00
+ Stock	Estimated	\$0.00
2. Sales Tax:	.0640 X 1	\$16.00
3. Handling Material at Store:	.0500 X 1	\$12.50
4. Transportation of Material:	.0000 X 1	\$0.00
5. Preliminary Engineering:	Estimated	\$383.00
6. Construction Supervision:	.2823 X 7	\$1,379.32
7. Direct Labor:	Estimated	\$4,886.00
8. Accounting and O.H. Constr. Add.:	.0000 X 7	\$0.00
9. Holidays:	.0377 X 7 & 8	\$184.20
10. Vacation:	.1195 X 5, 6, 7 & 8	\$794.47
11. H W Group Life Insurance	.2434 X 5, 6, 7 & 8	\$1,618.20
12. Payroll Taxes:	.2335 X 5, 6, 7, 8, 9 & 10	\$1,780.90
13. Supplemental Pension:	.0000 X 5, 6, 7 & 8	\$0.00
14. Insurance E.I., P.L., and P.D.:	.1715 X 6, 7, 8 & 10	\$1,210.75
15. Personal Expenses:	.3888 X 7	\$1,899.68
16. Use of Equipment:	.5807 X 7	\$2,837.30
SUB TOTAL:		\$17,252.33
Contingencies:	Estimated	\$997.67
Contract Work:	Estimated	\$1,750.00
TOTAL:		\$20,000.00
Less Credit for Material Released:		\$0.00
GRAND TOTAL:		\$20,000.00

Prepared By: exzxe
Valid Thru: June 30, 2019
Date Prepared: June 21, 2018
Date Printed: June 21, 2018

EXHIBIT "D"

STATE OF ALABAMA

COUNTY OF LIMESTONE

**RIGHT OF WAY DEED
FOR RAILROAD PERMANENT AERIAL EASEMENT**

THIS PERMANENT AERIAL EASEMENT, made and entered into this _____ day of _____, 2020, by and between NORFOLK SOUTHERN RAILWAY COMPANY, a VIRGINIA corporation, having its principal office in NORFOLK, VIRGINIA, Grantor and the CITY OF HUNTSVILLE, an Alabama municipality, Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and the receipt and sufficiency of which is hereby acknowledged, does by these presents, quitclaim, release and remise unto Grantee, a permanent aerial easement on the Old Hwy 20 bridge, over, across and upon the land situated in the vicinity of Railway Milepost ?, at or near the City of Huntsville Limestone County, Alabama and being more particularly described as follows:

A tract of land lying and being in Section 27, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Norfolk Southern Railway Company as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Real Property Book 2019, Page 38322 and being more particularly described as follows:

Tract 1:

Commencing at a Railroad Spike found at the Northeast corner of Section 27, Township 4 South, Range 3 West of the Huntsville Meridian; thence along the east boundary of said Section 27 South 00 Degrees 32 Minutes 25 Seconds East a distance of 90.92 feet to a point on the southern right-of-way of Norfolk Southern Railroad; thence leaving said east boundary and along said right-of-way South 70 Degrees 30 Minutes 50 Seconds West a distance of 796.96 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set at the southeast corner of a Proposed Easement, said point

being the Point of Beginning of the herein described tract having established grid coordinates of (N)1518520.29, (E)356983.66 of Zone East of the Alabama State Plane Coordinate System of the North American Datum of 1983 (NAD83);

Thence continue along said Railroad right-of-way and the south boundary of said Proposed Easement South 70 Degrees 30 Minutes 50 Seconds West a distance of 458.19 feet to a #5 rebar set at the southwest corner of said Proposed Easement; thence leaving said right-of-way and south boundary and along the west boundary of said Proposed Easement North 59 Degrees 29 Minutes 27 Seconds West a distance of 365.72 feet to a #5 rebar set at the northwest corner of said Proposed Easement, said point also being located on the northern right-of-way for Norfolk Southern Railroad; thence leaving said west boundary and along said northern right-of-way and the north boundary of said Proposed Easement North 70 Degrees 31 Minutes 28 Seconds East a distance of 455.00 feet to a #5 rebar with a cap stamped "PROP. COR. AL PLS 30188" found at the northeast corner of said Proposed Easement; thence leaving said northern right-of-way and the north boundary and along the east boundary of said Proposed Easement South 59 Degrees 52 Minutes 48 Seconds East a distance of 367.72 feet to the Point of Beginning

The above described tract contains 2.94 acres, more or less.

SUBJECT, however, to such easements and restrictions as may appear of record or as may be apparent from an examination of the premises.

RESERVING, however, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and lessees the right to continue to maintain, repair, renew and operate a railroad and appurtenances across the easement area and to construct such additional tracks and other railroad facilities across said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees may be requisite.

RESERVING, further, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees or lessees may be requisite; provided, however, that Grantor's exercise of the rights herein reserved shall not interfere with or impair the rights herein granted to Grantee.

TO HAVE AND TO HOLD the above described easement unto Grantee, its successors and assigns, so long as it or they may require the same for the purposes granted; provided, however, that this conveyance is made by Grantor upon the following conditions: (a) that Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located with said easement area under and across the aforesaid parcel of land or adjacent property of Grantor; (b) if, at any time, the easement herein granted or any part thereof, shall no longer be required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property; and (c) upon termination of the easement for any reason, Grantee shall remove all facilities placed within the easement area and restore the property to its prior condition or to a condition acceptable to Grantor's chief engineering officer.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Signatures on Following Page.

IN WITNESS THEREOF, the said Grantor has caused these presents to be signed by its Real Estate Manager and its corporate seal attested by its Assistant Corporate Secretary, to be hereunto affixed the day and year first above written.

ATTEST:

NORFOLK SOUTHERN RAILWAY
COMPANY

By:

Name: _____
Assistant Corporate Secretary

Name: _____
Real Estate Manager

STATE OF GEORGIA

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said state, personally came, _____, Real Estate Manager, and _____, Assistant Corporate Secretary, of the Grantor in the foregoing Deed, and acknowledged the signing thereof to be their and its voluntary act and deed, on behalf of Norfolk Southern Railway Company pursuant to authority of its Board of Directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Name: _____
Notary Public

THIS INSTRUMENT PREPARED BY
Howard D. McFadden
Senior General Attorney – Real Estate
Norfolk Southern Corporation
1200 Peachtree Street
Atlanta, GA 30309

ATTACHMENT "O"

SITE SPECIFIC SAFETY PLAN:

In accordance with State Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and must provide all safeguards, safety devices, and protective equipment, and has the duty to take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall assure that all subcontractors and other contracts for services for this project shall have the mandated provisions of these requirements in their contracts.

In addition, the contractor shall comply with all applicable Norfolk Southern Railroad Worker Protection rules governing safety, health, and sanitation. Before commencement of work, the contractor shall provide in an electronic format, a Site Specific Safety Plan (SSSP). If the contractor's safety policy is referenced, a full electronic copy of that policy shall be provided with the SSSP. The contractor shall submit a signed affidavit stating that the provided SSSP fully complies with all applicable Federal, State, and local laws, ordinances, and regulations, Norfolk Southern Railway Roadway Worker Protection rules. The contractor is required to review and update as necessary the SSSP, providing prompt updates to the Cities Construction Superintendent. An update shall be submitted as conditions change throughout the duration of the project. These updates shall be submitted with a signed affidavit stating the plan is still in compliance or has been updated to meet compliance. Updates must also include immediate notification of any changes in the contractors assigned project management staff or responsible person. The City will accept a copy of the SSSP but will not provide approval or detailed change requirements. The City will provide feedback for Contractor benefit, but the Contractor shall maintain responsibility for the plan and performance.

At a minimum the following information shall be addressed in the contractor's "Site Specific Safety Plan" along with any additional information required to comply with all applicable Federal, State, and local laws, ordinances, and regulations, Norfolk Southern Railway Roadway Worker Protection rules governing safety, health, and sanitation.

1. Emergency action plan
2. Plan shall include the following at minimum: Traffic control procedures, truck and delivery management, site visitor policies, identification of known hazards, process for bringing safety issues to prime to address, subcontractor compliance with policies and local authorities (including Norfolk Southern).
3. Plan shall include minimum quality standards for addressing safety, including, as a minimum the following: Assessed level of risk, Safety for workers, safety for Norfolk Southern, safety for adjacent properties, protection of pedestrians and travelling public, trespassing, means of addressing issues within the project, means of communicating to parties outside of the project.
4. Plan shall include security of materials and equipment. Plan shall include protective devices lighting, security cameras, security forces and call boxes as necessary.

5. Plan shall address verification of employees, monitoring behaviors of concern and addressing.
6. The plan shall address coordination with existing utility owners, TVA, Athens Electric, Huntsville Utilities, Etc. The plan shall address site access of the utility owners during any needed relocations and protection of existing utilities.
7. Plan shall acknowledge adjacent events and areas of elevated concerns [i.e. NS track construction and Old Highway 20 Phases I and II.]. The plan will address their procedures/policies to coordinate with local/State/federal law enforcement and City personnel for additional safety and security measures.
8. Address procedures for acquiring and maintaining e-RAILSAFE, Norfolk Southern Roadway Worker Protection training and certification for employees or employees of any subcontractors throughout the duration of the project.
9. Address Hazard and policy communication practices, incorporation of subcontractor and craft specific safety plans and disciplinary action plans for contractor and all personnel in the contractor's charge, including visitors within railroad right-of-way, Norfolk Southern Railway safety requirements take precedence over federal, state and local safety requirements.

RAILROAD SAFETY JOB BRIEFINGS:

In addition to construction conferences, the contractor shall perform daily railroad safety job briefings with the railroad flagman before commencing work. The attendees of the job briefing shall include anyone who will be entering the work zone during that work period. All contractor and subcontractor supervisory staff, craftsmen, unskilled labor who will be in or entering the work zone shall be in attendance during the safety briefings. Individuals who enter the work zone after the safety briefing has already been conducted shall receive the job briefing from the contractor's employee in charge prior to entry.

ATTACHMENT "P"

"General Decision Number: AL20200161 02/07/2020

Superseded General Decision Number: AL20190161

State: Alabama

Construction Type: Highway

County: Limestone County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	02/07/2020

ELEC0505-001 09/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.34	3%+8.61

SUAL2019-040 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	15.42	0.00
FORM WORKER.....\$	14.27	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....\$	20.94	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....\$	14.55	0.00
IRONWORKER, REINFORCING.....\$	18.02	0.00
IRONWORKER, STRUCTURAL.....\$	22.40	0.00
LABORER GRADE CHECKER.....\$	14.89	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$	13.38	0.67
LABORER: Common or General.....\$	12.31	0.00
LABORER: Mason Tender - Cement/Concrete.....\$	13.76	0.00
LABORER: Pipelayer.....\$	12.91	0.00
LABORER: Erosion Control.....\$	10.57	0.00
OPERATOR: Asphalt Spreader.....\$	16.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	17.39	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	13.88	0.00
OPERATOR: Broom/Sweeper.....\$	13.11	0.00
OPERATOR: Bulldozer.....\$	16.72	0.00
OPERATOR: Crane.....\$	23.49	0.00
OPERATOR: Drill.....\$	26.73	11.25
OPERATOR: Grader/Blade.....\$	16.88	0.00
OPERATOR: Loader.....\$	16.11	0.00

OPERATOR: Material Transfer Vehicle.....	\$ 16.60	0.00
OPERATOR: Mechanic.....	\$ 21.23	0.00
OPERATOR: Milling Machine.....	\$ 14.76	0.00
OPERATOR: Oiler.....	\$ 16.83	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.43	0.00
OPERATOR: Roller.....	\$ 15.58	0.00
OPERATOR: Scraper.....	\$ 13.30	0.00
PAINTER (Brush and Roller).....	\$ 15.97	1.27
TRAFFIC CONTROL: Flagger.....	\$ 11.48	0.00
TRAFFIC CONTROL: Laborer-Cones/Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.53	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.01	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.71	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT "Q"

Recipients of awards which involve both Federal financial assistance valued at \$500,000 or more and procurement of supplies, equipment, construction, or services shall be required to submit the SF-334, "Minority Business Enterprise/Women Business Enterprise Utilization Under Federal Grants, Cooperative Agreement, and other Federal Financial Assistance."

U.S. Department of Commerce Economic Development Administration (EDA) Minority and/or Women Business Enterprise Program MBE/WBE Guidelines for Professional and Personal Service Contracts \$10,000 and above

Policy Statement

Economic Development Administration (EDA) encourages Recipients to utilize Minority and Women-owned firms and enterprises in contracts awarded under financial assistance awards. The office of Program Development, Minority Business Development Agency, will assist Recipients in matching qualified minority and women-owned enterprises with contract opportunities.

It is the policy of the Economic Development Administration to provide minorities and women equal opportunity for participating in all aspects of Federal Grants, Cooperative Agreements, and other Federal Financial Assistance contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MBE/WBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

Limestone County, Alabama

Professional and Personal Services	MBE	WBE
	12.0%	6.9%

The numerical goals are established based on the availability of qualified applicants in the job market. Executive Order numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The regulations enumerate the good faith steps Federal Award Recipients must take in order to increase the utilization of minorities and women owned firms and enterprises.

Submitters shall submit MBE/WBE information with their submissions on the forms provided. This information will be subject to verification by the EDA prior to contract award. Contractors, subcontractors, suppliers, service providers, or MBE/WBE members of joint ventures intended to satisfy MBE/WBE goals shall be certified by the Office of Program Development, Minority Business

Development Agency. Firms qualifying as “WBE” for the County’s goals must be designated as a “women-owned business” by the MBDA Office. Firms qualifying as “MBE” for the County’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy one requirement.

A directory of MBDA certified firms that have expressed a direct desire to do business with the MBDA may be found on the MBDA’s website at www.mbda.gov. A complete database of MBDA certified firms may be found at <http://www.doc.mbda.gov>.

Please note: A contractor may utilize any firm desired. However, for participation purposes, all MBE/WBE vendors who wish to do business as a minority must be certified by MBDA.

The submitter shall make good faith efforts to encourage participation of MBE/WBE’s prior to submission of bids in order to be considered responsive. Submitters should be prepared to submit documentation of these efforts if aspirational goals are not met.

Instructions

The submitter shall provide with submission the following forms:

FORM 1—Sub-Service Provider Utilization Commitment

This form provides the amount of sub-contracted work committed to on the project for MBE/WBE. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2—Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type project. This form does not need to be accompanied by any other form and must be submitted w/th submission.

FORM 1A—Checklist of Good Faith Efforts

This checklist provides ways in which the prime service provider can actively work to increase participation by MBE/WBE firms. Please answer all questions honestly. The Checklist should be provided with submission if aspirational goals are not achieved. Documentation of efforts identified must be provided within 72 hours of selection/award.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subcontractors. This form is not submitted with the submission.

Types of Documentation Accepted

If aspirational goals are not achieved, documentation of good faith efforts must be submitted by the selected submitter within 72 hours of selection. This documentation must include but is not limited to:

- **A list of all quotes/proposals received from M/WBE sub-service providers that indicates the action taken by the prime provider in response to the quote/proposal submitted. In cases where proposals were rejected, the reason for rejection must be indicated.**
- **Copies of solicitations provided to MBE/WBE's from the registries of certified firms provided by the MBE/WBE website.**
- **Copies of quotes/proposals from each firm responding to solicitations.**
- **Documentation of any contacts, correspondence, or conversations with MBE/WBE firms made in attempt to meet the goals.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Recipient for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the Recipient that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Recipient whether to terminate the contract for breach or not.

In determining whether a contractor has made Good Faith Efforts, the EDA will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Commitment

FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ We will expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified minority and/or women business enterprises. If the submitter intends to subcontract, this form along with the Checklist of Good Faith Efforts must be completed and submitted at time of submission

Name, Address, & Phone Number of Sub-Service Provider	*M/WBE Category	Work
description % of Work		

***Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)**

The undersigned will enter into a formal agreement with MBE/WBE firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without Sub-Service Providers

FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Project Name)

In making this certification, the submitter states that the submitter does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The submitter agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the submitter to the commitments herein contained.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Checklist of Good Faith Efforts

FORM 1a

(Must be included with submission if subcontracting any portion of work and the goal of XX.X% MBE and 6.9% WBE has not been met) Documentation of these efforts must be submitted by the selected service provider within 72 hours of award.

1. Have you attended the pre-bid conference(s) scheduled?

() Yes () No (Meeting attendance is documented by the local government agency)

2. Did your firm identify specific items of work which could be executed by a MBE/WBE?

() Yes () No

3. Did your firm advertise identified work in media of general circulation, trade publications, and minority-focused media in a timely manner to allow sufficient time for the response of MBE/WBE firms?

() Yes () No

4. Did your firm contact MBE/WBE firms, associations or centers which disseminate information to MBE/WBE firms, and utilize the registries of certified MBE/WBE firms located on the MBE/WBE website at www.greenvillenc.gov for proposals on identified work?

() Yes () No

Were contacted firms made aware of the type of work being solicited and expressed interest for proposals? Was assistance provided to MBE/WBE's concerning information about the requirements of the project including review of plans and specifications?

() Yes () No

5. Did your firm follow up initial solicitations of interest by contacting MBE/WBE's to determine with certainty whether they were interested in submitting a proposal? () Yes () No

6. Did your firm attempt to enter into joint venture or partnership arrangements with MBE/WBE's for the execution of identified work?

() Yes () No

7. Did your firm negotiate in good faith with interested MBE/WBE firms and did not unjustifiably reject as unsatisfactory proposals prepared by any Minority or Women Business Enterprise?

() Yes () No

8. Did your firm provide assistance and relevant information to MBE/WBE's in review of Requests for Proposal an

work to be done by sub service provider for the project. () Yes () No

9. Did your firm make every effort to obtain M/WBE participation that could reasonably be expected to produce a level of

Participation sufficient to meet the goals of the Recipient

() Yes () No

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Good Faith Efforts

Good faith efforts are activities by a recipient or its prime contractor to increase MBE/WBE awareness of procurement opportunities through race/gender neutral efforts.

EDA offers the following examples to assist recipients and prime contractors in carrying out the good faith efforts.

(1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.

(a) Maintain and update a listing of qualified MBE/WBEs that can be solicited for construction, equipment, services and/or supplies.

(b) Provide listings to all interested parties who request copies of the bidding or proposing documents.

(c) Contact appropriate sources within your geographic area and state to identify qualified MBE/WBE for placement on your MBE/WBE business listings.

(d) Utilize other MBE/WBE listings such as those of the state's minority business office, the Small Business administration, Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, and DOT.

(e) have state environment agency personnel review solicitation lists.

(2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(a) Develop realistic delivery schedules which may provide for greater MBE/WBE participation.

(b) Advertise through the minority media in order to facilitate MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.

(c) Advertise in general circulation publications, trade publications, state agency publications and minority and women's business focused media concerning contracting opportunities on your projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit MBE/WBEs.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian tribal, state and local government recipients, this will include dividing total

requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.

(a) Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBEs.

(b) Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of MBE/WBEs.

(c) Conduct meetings, conferences, and follow-ups with MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.

(4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.

(a) Notify MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.

(b) Provide MBE/WBE trade organizations with succinct summaries of solicitations.

(c) Provide interested MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.

(5) Use the services and assistance of the SBA and the MBDA.

(a) Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders lists to assist these firms in the development of bid packaging.

(b) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBE/WBEs for potential work opportunities on projects

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

ATTACHMENT "R"

FRA Categorical Exclusion Worksheet

Expiration 10/31/2021

OMB No. 2130-0615

Public reporting burden for this information collection is estimated to average 156 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 2130-0615. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave., S.E., Washington D.C. 20590.

**Federal Railroad Administration (FRA)
CATEGORICAL EXCLUSION WORKSHEET**

<i>For Agency Use: Categorical Exclusion Signature Approval</i>	
<i>Date of Class of Action Determined by FRA: 7/25/2019</i>	
<i>Date Completed Document was Received by FRA:</i> <i>Version 1: 8-21-2019, Version 2: 2-10-2020, Version 3: 5-22-2020</i>	
<i>Reviewed By: Travis Mast, Volpe Center EPS</i>	
<i>Date: 6-4-2020</i>	
<i>Concurrence by Approving Official:</i> ANDREA E MARTIN	<i>Date:</i> Digitally signed by ANDREA E MARTIN Date: 2020.06.05 07:37:54 -04'00'

<i>For Agency Use: Section 4(f) Evaluation</i>	
<i>Will the Project result in the use of a resource protected by 49 U.S.C. §303 [Section 4(f)] of the Department of Transportation Act of 1966? If answer 'YES,' please include Section 4(f) documentation, and coordination letters.</i>	
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

<i>For Agency Use: FRA Required Mitigation</i>	
<i>Does FRA require additional mitigation for this Project? If answer 'YES,' please indicate additional mitigation in Section V below.</i>	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**Federal Railroad Administration (FRA)
CATEGORICAL EXCLUSION WORKSHEET**

The purpose of this worksheet is to assist Project Sponsors in gathering and organizing materials for environmental analysis required under the National Environmental Policy Act (NEPA), particularly for projects that may qualify as Categorical Exclusions (CE). CEs are categories of actions (i.e. types of projects) that the FRA has determined, based on its experience, typically do not individually or cumulatively have a significant effect on the human environment and which generally do not require the preparation of either an environmental impact statement (EIS) or an environmental assessment (EA). Decisions to prepare EAs and EISs are made by FRA.

The Project sponsor is responsible for providing FRA with a sufficient level of documentation and analysis to help inform FRA's determination that a CE is the appropriate NEPA class of action. Documentation and analysis may include background research, results of record searches, field investigations, field surveys, and any past planning or studies.

Submission of the worksheet by itself does not meet NEPA requirements. FRA must concur in writing with the CE recommendation for NEPA requirements to be met.

Instructions for completing this CE worksheet are available on the FRA website at: <https://www.fra.dot.gov/Page/P0550>. Please complete and submit the completed form in MS Word electronic format.

Submit the following documents along with this worksheet:

1. Map(s) or diagram(s) of the Project area that identify locations of critical resource areas, wetlands, potential historic sites, or sensitive noise receptors such as schools, hospitals, and residences.
2. Map(s) or diagram(s) of the proposed modifications to existing railways, roadways, and parking facilities.
3. Copies of all agency correspondence particularly with permitting agencies.
4. Representative photographs of the Project area.
5. Any technical memoranda or report(s) developed to support this CE worksheet.

I. PROJECT DESCRIPTION

Project Sponsor Name City of Huntsville 308 Fountain Circle Huntsville, AL 35801	Date Submitted to FRA February 10, 2020	FRA Funding Program or other FRA Action Triggering NEPA (Unfunded) FY 18 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program
Project Sponsor Contact Zachary Turner	Project Sponsor Phone (256) 427-5300	Project Sponsor E-mail address Zachary.Turner@huntsvilleal.gov
Proposed Project Title (verify with FRA Regional Manager if part of a grant award, list grant award number) Old Highway 20 Grade Separation		
Location (Include Street Address, City or Township, County, and State) 27999-27747 County Rd. 20, Huntsville, Limestone County, Alabama		

FRA Categorical Exclusion Worksheet

This project will be on Old Highway 20 from 2,000 feet east of Greenbrier Road to 500 feet west of Beaverdam Creek. This location is in Huntsville, Alabama and falls in western Madison County close to the Limestone-Madison County border.

FRA NEPA Contact	FRA NEPA Contact	FRA NEPA Contact E-mail address
Travis Mast	617-494-3782	Travis.Mast@dot.gov

Description of Project:

Fully describe the Project. The description should focus on Project elements that may be of environmental concern, such as: *widening an embankment to stabilize roadbed; repairing or replacing bridge pier foundations, extending culverts, adding rip-rap in a waterway; earthwork and altering natural (existing) drainage patterns and creating a new water discharge; contaminated water needing treatment; building a new or adding on to a shop building; fueling or collection of fuel or oil and contaminated water; building or extending a siding; and building or adding on to a yard. Where applicable fully describe the operational characteristics of the facility to be improved by the Project and any anticipated operational changes that may result.*

The CRISI grant-funded Old Highway 20 Grade Separation project is Phase 3 of Huntsville's three-phased process for improving the Old Highway 20 Corridor. The scope of this project includes bridge construction, grading, drainage base, pavement, and walls; bridge ramps; and a five-lane roadway with curb and gutter leading up to the bridge on either side. The proposed grade separated bridge will span from 2,000 Feet East of Greenbrier Road to 500 feet west of Beaverdam Creek, over Norfolk Southern's planned 12,000 linear foot railyard. The existing at-grade railroad crossing at the intersection of Old Highway 20 and the NS rail line will be abandoned.

This project is part of the overall corridor improvement initiative being undertaken by the City of Huntsville to support the 2021 opening of the 2,500 acre Mazda-Toyota Manufacturing USA, Inc. (MTMUS) plant adjacent to the project site.

Purpose and Need of Project:

Old Highway 20 is currently a two-lane highway with no shoulders and an at-grade rail crossing. The Old Highway 20 Grade Separation Project is intended to improve safety conditions at the highway-rail crossing and mitigate the anticipated congestion issues into and out of the MTMUS automobile assembly plant. The MTMUS is a \$1.6 billion joint venture that is currently under construction. The new manufacturing plant will create 4,800 new jobs and will be fully operational in 2021.

The project is needed to support the MTMUS workforce, plant suppliers, and Huntsville residents and visitors by giving them reliable and safe access points to the facility and ensuring that all commuters and the NS rail operations can operate in an efficient manner.

The project incorporates transportation strategies to ensure conformance to the spirit and intent of the City's Comprehensive Transportation Plan and to mitigate potential negative impacts to surrounding road networks and rural areas due to high density traffic volume development.

II. FRA CATEGORICAL EXCLUSION

Please list the CEs below that the Project best fits within.

FRA CEs are found at: <https://www.fra.dot.gov/Page/P0550>.

23 CFR Part 771.116 (c) (17) The rehabilitation, reconstruction or replacement of bridges, the rehabilitation or maintenance of the rail elements of docks or piers for the purposes of intermodal transfers, and the construction of bridges, culverts, or grade separation projects that are predominantly within existing right-of-way and that do not involve extensive in-water construction activities, such as projects replacing bridge components including stringers, caps, piles, or decks, the construction of roadway overpasses to replace at-grade crossings, construction or reconstruction of approaches or embankments to bridges, or construction or replacement of short span bridges.

If no CE category applies, contact FRA, as the Project may require an EA or EIS. FRA will officially designate the Project as a CE only after conducting a Class of Action determination.

FRA may request the applicant or project sponsor to submit documentation to demonstrate that the specific conditions or criteria for the CEs are satisfied and that significant environmental effects will not result.

III. PROJECT INFORMATION

Analyze and identify potential impacts from both construction and changes to operations (where applicable) for each resource type below. Where appropriate, the Project sponsor may commit to mitigation measures to avoid, reduce, or minimize impacts, including the use of Best Management Practices (BMP). Identify any mitigation measures necessary to comply with other laws or regulations in each section (e.g. Clean Water Act Section 404) and consider the impacts from mitigation.

- A. *Affected Environment:*** *Briefly describe the ecosystems and environmental conditions in the area affected by the Project (defined as broadly as necessary to evaluate potential impacts and address Project area habitats).*

Most of the project area consists of existing Old Highway 20 right-of-way and agricultural fields. Minimal brush clearing will be required. Terrestrial communities in the project study area are comprised of both natural and disturbed habitats that may support some wildlife species. There are no streams present in the project area. One creek is approximately 0.03 miles to the west of the project area; however this resource would not be impacted by the project. Other drainage features were determined to be non-jurisdictional waters associated with agricultural drainage, as documented during a site visit conducted by the City of Huntsville's consultants on July 24, 2019.

- B. *Location & Land Use:*** *Briefly describe the existing land use of the Project site and surrounding properties and resources and identify and discuss any potential inconsistencies the Project might have with local land use plans and policies.*

The land area within the Project site contains agricultural fields and previously disturbed ground. After construction, the subject site will be bound to the north by the MTMUS Plant and NS rail yard, and to the south, east and west by agricultural fields. The NS rail yard and main line will run northeast to southwest under the overpass, which is within the project boundary. Currently, the site is bound by agricultural fields on all sides and is cut through by the NS railroad running northeast to southwest.

C. Cultural Resources: Is the Project of the type where there is no potential to affect historic properties?

Yes, explain how the Project is not the type of activity that has the potential to cause effects on historic properties, assuming historic properties are present. (Continue to D)

No, there is potential to affect historic properties, if present.

If No: Is the Project governed by a Federal agency program alternative established under Advisory Council on Historic Preservation regulations (36 CFR 800.14)?

Yes, include the program alternative (Continue to D)

No, there is no applicable program alternative.

Identify and describe the Area of Potential Effect (APE), the procedures to determine the existence of cultural resources, any resource(s) identified in the APE, and then describe any potential effect of the Project on the resource(s).

The APE for the Project includes the limits of disturbance (LOD) where actual ground disturbance will occur during construction of the at-grade crossing. The APE is linear in shape, with a railroad line bisecting the APE.

A Phase I archaeological survey and a reconnaissance level history/architectural survey was conducted for aboveground resources for the subject project in Madison County, Alabama. This report is attached to this consultation letter, and the results are summarized below. Field investigations for the project were undertaken on February 19 and 20, 2020. During the cultural resources survey, no new archaeological sites or historic standing structures were identified or documented within the boundaries of the APE. One previously recorded site, (1Li478) lies partially within the southern portion of the APE. The site, a prehistoric associated surface, and subsurface scatter of lithic artifacts, is located in a large agricultural field, recently harvested and having moderate surface visibility. The site was originally recorded as being Undetermined with regards to its eligibility for listing to the National Register of Historic Places (NRHP). While 3 artifacts were recovered in shovel tests during the February 2020 survey, all material was contained in the disturbed, shallow, plow zone and the APE for the proposed Railroad Infrastructure Project was found to be heavily disturbed as a result of extensive, long term agriculture and deep sheet erosion.

The FRA determined that the proposed project would have No Adverse Effect on historic resources.

Have you consulted with the State Historic Preservation Office?

No, contact FRA

Yes, describe and attach relevant correspondence

What resources of interest to Federally-recognized Native American Tribes are known to be present in the Project area?

The FRA submitted the Section 106 report and finding to the Alabama State Historic Preservation Office (SHPO) on April 14, 2020. The SHPO concurred with the No Adverse Effect finding on April 16, 2020.

The Section 106 report and finding were submitted to 16 Tribes On April 14, 2020 which include:

- Absentee-Shawnee Tribe

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- Alabama-Coushatta Tribe of TX
- Alabama-Quassarte Tribe of OK
- Cherokee Nation
- Chickasaw Nation
- Coushatta Tribe of Louisiana
- Eastern Band of The Cherokee Nation
- Eastern Shawnee Tribe of Oklahoma
- Kialegee Tribal Town
- Muscogee (Creek) Nation
- Poarch Band of Creek Indians
- Shawnee Tribe
- Seminole Nation of OK
- Thlopthlocco Tribal Town
- United Keetoowah Band of the Cherokee Indians in Oklahoma
- Jena Band of Choctaw Indians

A follow up phone call was conducted on April 31, 2020 and May 1, 2020 to confirm receipt of the consultation package.

The following Tribes responded via email on May 14, 2020 and May 4, 2020 respectively, notifying FRA that they had no concerns with the project. These two tribes include:

- Cherokee Nation
- Chickasaw Nation

On June 2, 2020 a follow up letter was sent to all Tribes that were included in the original consultation. The follow up letter included the concurrence response from the SHPO and the historical report. The letter also notified the Tribes that due to the archaeological sensitivity of the Project Area, FRA would require the City to conduct archaeological monitoring by a Secretary of the Interior qualified professional archaeologist during ground disturbing activities associated with construction of the project.

Summary of Tribal responses and ACHP coordination (if applicable) is pending and will be included within FRA and City project files. See Section V.

D. Parks and Recreational Facilities: *Are there any publicly owned park, wildlife and waterfowl refuge, or recreational area of national, state, or local significance within or directly adjacent to the Project area?*

No, include a short statement describe efforts to identify parks and recreational facilities in the Project area.

There are 65 parks and an extensive greenway system of approximately 73 miles in the City of Huntsville. After analyzing the site maps in conjunction with the location of parks, there are no locally significant facilities within or adjacent to the project area. In addition, there is no wildlife refuge or recreational area of national, state, or local significance in or adjacent to the project area.

Yes, include a detailed description of the property, including map or drawing, describe the recreational uses of the property, any unique characteristics of the property, any consultations with the entity with legal jurisdiction over the property, and the potential impact on the property.

E. Transportation: *Would the Project have any effect (beneficial or adverse) on transportation including but not limited to other railway operations, road traffic, or increase the demand for parking?*

No, explain why the Project would have no effect (beneficial or adverse) on transportation,

FRA Categorical Exclusion Worksheet

Yes, describe potential transportation, traffic, and parking impacts, and address capacity constraints and potential impacts to existing railroad and highway operations. Also, summarize any consultation that has occurred with other railroads or highway authorities whose operations this Project will impact.

This project is associated with the opening of the MTMUS in 2021. While currently the surrounding project area is considered rural, this designation will soon change, as the plant is expected to employ 4,800 people and result in an additional 13,920 indirect and induced jobs. The construction of the Old Highway 20 Grade Separation project will not significantly increase traffic beyond the expected influx of construction vehicles and personnel associated with the construction activities. However, once the MTMUS project is completed, the Average Annual Daily Trip (AADT) is estimated to be 20,200 for Old Highway 20 and 28,600 for Greenbrier Parkway. The Old Highway 20 Grade Separation project will safely accommodate that increase.

As part of the MTMUS project, Norfolk Southern will construct a 12,000 linear foot rail yard with four to six tracks, and a rail spur from the NS railyard into the Mazda-Toyota plant. NS has committed to constructing the \$23.5 million railyard on 57.5 acres adjacent to MTMUS. The rail yard is designed to accommodate between 15,000 and 20,000 cars per year and will create 30 temporary jobs during its construction phase.

The average daily number of trains passing through the project area will increase from 25 to 28 and 30 based on data provided by NS. This value varies from the WBAPS data that indicates 8 train movements per day. The trains on the Norfolk Southern line tend to run between 40 and 60 miles per hour.

The construction of Old Highway 20 Grade Separation Project will complement the improvement program being undertaken by the City of Huntsville to insure accommodation of future traffic volumes and road safety measures in conjunction with the MTMUS plant opening. Old Highway 20 will be improved from County Line Road to Greenbrier Parkway. The Greenbrier Parkway runs north-south and connects directly to I-565 to the south and will serve as the conduit to I-65 to the West.

F. Noise and Vibration: Are there any sensitive receptors in the Project area?

No, describe why there are no sensitive receptors (residences, parks, schools, hospitals, public gathering spaces) in or near the Project area. (Continue to G)

Yes, will the Project change the noise and/or vibration exposure of the sensitive receptors when applying the screening distances for noise and vibration assessment found in FRA's and the Federal Transit Administration's most recent noise impacts assessment guidance manuals.

There are residences, a few small businesses roughly one mile west, and a residence a half mile to the east of the project area. These receptors are far enough away that impacts from noise and/or vibration are not expected. The predominant construction activities associated with this project are expected to be earth removal, hauling, grading, and paving. Temporary and localized construction noise impacts will likely occur because of these activities. During daytime hours, the predicted effects of these impacts will be temporary speech interference for passers-by and those individuals living or working near the project. During evening and nighttime hours, steady state construction noise emissions such as from paving operations will be audible and may cause impacts to activities such as sleep. Sporadic evening and nighttime construction equipment noise emissions such as from backup alarms, lift gate closures ("slamming" of dump truck gates), etc., will be perceived as distinctly louder than the steady-state acoustic environment, and will likely cause impacts to the general peace and usage of noise-sensitive areas – particularly residences.

Construction noise activities such as usage of pile-drivers and impact hammers (jack hammer, hoe-ram) will provide sporadic and temporary construction noise impacts in the near vicinity of those activities. Construction activities that will produce noises will be scheduled during times of the day when such noises will create as minimal disturbance as possible. Generally, low-cost and

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easily implemented construction noise control measures will be incorporated into the project plans and specifications to the extent possible. These measures include, but are not limited to, work-hour limits, equipment exhaust muffler requirements, haul-road locations, elimination of "tail gate banging", ambient-sensitive backup alarms, construction noise complaint mechanisms, and consistent and transparent community communication.

Such changes in exposure might include changes in noise emissions and/or noise events, or changes in vibration emissions and/or vibration events.

While discrete construction noise level prediction is difficult for a receptor or group of receptors, it can be assessed in a general capacity with respect to distance from known or likely project activities. For this project, earth removal, grading, hauling, and paving is anticipated to occur near noise-sensitive receptors. Although construction noise impact mitigation should not place an undue burden upon the financial cost of the project or the project construction schedule, pursuant to the requirements of 23 CFR 772.19, it is anticipated that:

- Earth removal, grading, hauling, and paving activities near residences will be limited to weekday daytime hours.
- If meeting the project schedule requires that earth removal, grading, hauling and/or paving must occur during evening, nighttime and / or weekend hours near residences, the Contractor shall notify the City of Huntsville as soon as possible. In such instance(s), all reasonable attempts shall be made to notify and to make appropriate arrangements for the mitigation of the predicted construction noise impacts upon the affected property owners and / or residents.
- If construction noise activities must occur during context-sensitive hours near noise-sensitive areas, discrete construction noise abatement measures including, but not limited to portable noise barriers and / or other equipment-quieting devices shall be considered.

If the Project is anticipated to change the noise or vibration exposure of sensitive receptors, complete and attach a General Noise and/or Vibration Assessment. Describe the results of the Assessment and any mitigation that will address potential impacts.

G Air Quality: Is the Project located in a National Ambient Air Quality Standard (NAAQS) Non-Attainment or Maintenance area?

No, identify any air emissions increases or benefits that the project will create.
(Continue to H)

Changing traffic patterns are a primary concern when determining the impact of a new highway facility or the improvement of an existing highway facility. Motor vehicles emit carbon monoxide (CO), nitrogen oxide (NO), hydrocarbons (HC), particulate matter, sulfur dioxide (SO₂), and lead (Pb) (listed in order of decreasing emission rate). The Old Highway 20 Grade Separation project will reduce emissions because the design eliminates long idle times currently occurring when the at-grade crossing is occupied by a train.

Yes, ***for which of the following pollutants:***

Carbon Monoxide (CO) Ozone (O₃) Particulate Matter (PM₁₀) or PM_{2.5}

Nitrogen Oxide (NO_x) Sulphur Dioxide (SO₂) Lead (Pb)

emissions from volatile organic compounds (VOC)

Will the Project, during construction and/or operation, result in new emissions from: Carbon Monoxide (CO), Ozone (O₃), Particulate Matter (PM₁₀ or PM_{2.5}), Nitrogen Oxide (NO_x), Sulphur Dioxide (SO₂) and Lead (Pb) or volatile organic compounds?

No Yes, **attach an emissions analysis for General Conformity regarding criteria air pollutants or VOCs.**

Based on the emissions analysis, will the Project increase concentrations of ambient criteria pollutants to levels that exceed the NAAQS, lead to the establishment of a new non-attainment area, or delay achievement of attainment?

No Yes, **describe any substantial impacts from the Project.**

H. **Hazardous Materials: Does the Project involve the use or handling of hazardous materials?**

No (continue to I)

Yes, describe the use and measures that will mitigate any potential for release and contamination.

I. **Hazardous Waste: Is the Project site in a developed area or was it previously developed or used for industrial or agricultural production?**

No, describe the steps taken to determine that hazardous materials are not present on the Project site. (Continue to J)

Yes

If yes, is it likely that hazardous materials will be encountered by undertaking the Project? (Prior to acquiring land or a facility with FRA funds, consult with FRA regarding the potential presence of hazardous materials)

Yes, complete a Phase I site assessment and attach.

No, explain why it is unlikely that hazardous materials will be encountered.

If a Phase I survey was completed, is a Phase II site assessment recommended?

No, explain why a Phase II site assessment is not recommended.

A Phase 1 Site Assessment was conducted to determine the environmental conditions of the project area in addition to assessing the potential liability for any hazardous materials or contamination. Furthermore, The Ferguson Group contracted with Environmental Data Resources to obtain available environmental records within search distances recommended by ASTM International's Standard Practice E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Process (E 1527-13). There were no documented areas which are considered to present an adverse impact to the project site.

The Phase 1 site assessment gave no indication that there were any recognized environmental concerns in the project area. There is however, an aboveground storage tank registered to J&R Farm 0.691 miles east of the project area. In addition, Environmental Technologies of Alabama located 0.607 miles northeast of the project area, is a registered small quantity generator of hazardous waste. Due to the distance of these entities from the project, the previous agricultural land use, and no findings of past, present or potential environmental contaminants, a Phase 2 Site Assessment was not recommended.

Yes, provide a copy of the Phase II site assessment and describe mitigation and clean-up measures to remediate any hazardous materials present identified in the Phase II site assessment, and describe what steps will be taken to ensure that the local community is protected from contamination during construction and operation of the Project.

J. Property Acquisition: Is property acquisition needed for the Project?

No (continue to K)

Yes, indicate how much property and whether the acquisition will result in relocation of businesses or individuals.

The City plans to acquire approximately 16.11 acres of land from current landowners. Huntsville has been in contact with these landowners and has secured letters of agreement with them in order to secure the purchase of the land. The City has not purchased any right of way and will not purchase any right of way until the environmental review is complete. The acquisition will not result in the relocation of businesses or individuals. The ROW that would be acquired includes agricultural property.

❖ Note: acquiring property prior to completing the NEPA process and receiving written FRA concurrence in the NEPA recommendation may jeopardize Federal financial participation in the Project.

K. Community Impacts and Environmental Justice: Is the Project likely to result in impacts to adjacent communities? Impacts might be both beneficial (e.g. economic benefits) or adverse (e.g. reduction in community cohesion).

No, describe the steps taken to determine whether the Project might result in impacts to adjacent communities. (Continue to L)

[Add Description]

Yes, characterize the socio-economic profile of the affected community, including the presence of minority or low-income populations.

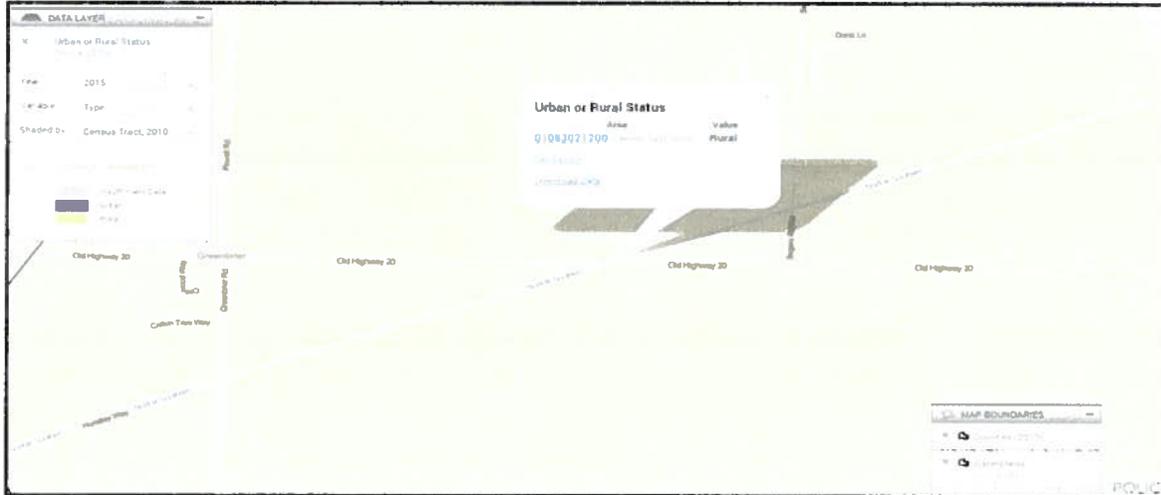
This project will not have a disproportionately high or adverse effect on minority or low-income populations. According to the American Community Survey 2012-2016 5-Years Estimates, Huntsville has a population of 188,973, and is predominately White (62.5%) with a Black minority (30.7%). Huntsville's per capita income is \$32,374, 19% higher than the per capita income in Limestone County (\$26,086), but .02% lower than the per capita income of Madison County (\$33,264). Limestone County and Huntsville to a lesser degree are lagging behind the more economically productive Madison County. The Old Highway 20 Grade Separation Project is intended to help close this gap by making job centers more accessible to residents in Huntsville and all of Limestone County. Demographics of the project area are provided below.

Socioeconomic Data	Project Area*	City of Huntsville	Limestone County	Madison County
Population	13,100	188,973	90,257	349,973
White	69.9%	62.5%	81.5%	68.8%
Black or African-American	20.1%	30.7%	12.7%	24.2%
Other	10%	6.8%	5.8%	7%
Median family income	N/A	\$69,699	\$51,115	\$78,335
Percent population below poverty level	N/A	12.7%	10.6%	9.6%
Commuters driving alone to work	N/A	86.4%	87.7%	87.5%

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**Unemployment Rate	N/A	4.4%	4.4%	4.4%
<p><i>*Project Area data is based off the project being in census tract 212.</i> <i>**Data provided by the Bureau of Labor Statistics, June 2018, not seasonally adjusted</i> <i>All other data based on ACS 2012-2016 5-Year Estimates</i></p>				

The map below shows the project area and a rural designation by census tract as designated by Policymap via the American Community Survey 2010 Census.



The project is intended to benefit not only the residents of Huntsville, but surrounding counties as well. With the addition of the 4,800 jobs, multiple counties besides Limestone and Madison are expected to benefit. The project in conjunction with the opening of the car manufacturing facility will attract residents from nearby Marshall County, and Lawrence County (located in Tennessee) to seek employment at the MTMUS plant. Both counties are heavily rural. The average plant salary is expected to be \$50,000 - significantly more than the area median income (AMI) in any surrounding county including Madison and Morgan Counties, both of which are considered more urbanized and have higher AMI's than their more rural counterparts.

The influx of jobs, especially in rural counties will help to spur greater economic investment and create thousands of indirect jobs in these areas. A University of Tennessee study found that when the Volkswagen plant in Chattanooga, Tennessee opened, it not only added 2,000 jobs, but it also created 9,800 other indirect jobs in the region. The addition of the Mazda-Toyota campus is expected to yield similar results and could potentially bring greater economic investment to all of northern Alabama. According to a report by the Economic Policy Institute, the addition of 4,800 MTMUS plant employees could create an additional 13,920 indirect and induced jobs in the area based on a 2.9 automotive manufacturing employment multiplier. The project will help to accommodate this increase and allow for up to 20,200 average annual daily trips (AADT) projected on Old Highway 20 between Greenbrier Parkway and Segers Road once the road is widened from two lanes to five lanes and the MTMUS is operational. Because the project is situated in a rural area, is expected to provide an overall economic benefit to the surrounding rural communities and is not expected to cause disproportionately high and adverse effects on minority or low-income populations, outreach efforts targeted specifically at minority or low-income populations did not take place.

Describe any potential adverse effects to communities, including noise, visual and barrier effects. Indicate whether the Project will have a disproportionately high and adverse effect on minority or low-income populations. Describe outreach efforts targeted specifically at minority or low-income populations.

The project will not have a disproportionately high and adverse effect on minority or low-income populations. Outreach efforts targeted specifically at minority or low-income populations are not applicable.

L. Impacts On Wetlands: *Does the Project temporarily or permanently impact wetlands or require alterations to streams or waterways?*

No, describe the steps taken to determine that the Project is not likely to temporarily or permanently impact wetlands or require alterations to streams or waterways. (Continue to M)

Both NEPAAssist and IPAC were used to map the site area. One NWI mapped wetland is located within the project area. However, based on a wetland delineation conducted by the City of Huntsville's environmental biologist on September 23, 2019, no wetlands are located within the project area.

A Stormwater permit will be required, and all applicable measures will be followed. Erosion and sedimentation will be mitigated through temporary erosion and sediment control measures such as dikes, dams, sediment catch basins and diversion berms. Inspection of the erosion control devices will be made after each rain to determine if maintenance is needed. Construction activities will be conducted in stages to minimize exposure of cleared earth. Such Best Management Practices will be employed throughout the construction area.

The contractor shall maintain the earth surface of any waste areas in a manner which will effectively control erosion and siltation, both during the work and until the completion of all seeding and mulching, or other specified erosion control measures.

Yes, show wetlands and waters on the site map and classification. Describe the Project's potential impact to on-site and adjacent wetlands and waters and attach any correspondence with the US Army Corps of Engineers.

Is a Section 404 Permit necessary?

Yes, attach all permit related documentation

No

M Floodplain Impacts: *Is the Project located within the 100-year floodplain or are regulated floodways affected?*

No (Continue to N)

Yes, describe the potential for impacts due to changes in floodplain capacity or water flow, if any and how the Project will comply with Executive Order 11988.

Based on FEMA mapping, the project area is within 500' of a floodway but is identified by FEMA as an area of minimal flood hazard. All staging areas, access roads, and construction will be outside of the floodplain.

If impacts are likely, attach scale maps describing potential impacts and describe any coordination with regulatory entities.

N. Water Quality: *Are protected waters of special quality or concern, or protected drinking water resources present at or adjacent to the Project site?*

No, describe the steps taken to identify protected waters of special quality or concern, or protected drinking water resources present at or adjacent to the Project site.

The City of Huntsville zoning office has developed zoning protections using source water assessments to ensure that highly industrial activities are not in the vicinity of local water supplies. Beaverdam Creek is within 500 feet of the project site and considerations for silt fencing and erosion control will be made to protect Beaverdam Creek from run off associated with the Old Highway 20 Grade Separation construction activities.

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Yes, describe water resource and the potential for impact from the Project, and any coordination with regulatory agencies.

O Navigable Waterways: Does the Project cross or have an effect on a navigable waterway?

No (continue to P)

Yes, describe potential for impact and any coordination with US Coast Guard.

P. Coastal Zones: Is the Project in a designated coastal zone as defined in 16 U.S.C. 1453(1)?

No (continue to Q)

Yes, describe coordination with the applicable coastal state(s) regarding consistency with the coastal zone management plan and attach the coastal state's finding if available.

Q Prime and Unique Farmlands: Does the Project impact any prime or unique farmlands?

No, describe the steps taken to identify impacts to prime or unique farmlands.

Yes, describe potential for impact and any coordination with the Natural Resources Conservation Service of the US Department of Agriculture.

The USDA Natural Resource Conservation Service Web Soil Survey was used to identify the soil types in the project area, and it was determined that prime or unique farmlands exist in the project area. A total of 16.11 acres will be converted directly and 0 acres will be converted indirectly. The NRCS was provided the Farmland Conversion Impact Rating which indicated the impacts to prime farmland is below the threshold requiring additional mitigation.

R. Critical Habitat and Threatened or Endangered Species: Are there any designated critical habitat areas (woodlands, prairies, wetlands, rivers, lakes, streams, and geological formations determined to be essential for the survival of a threatened or endangered species) within or directly adjacent to the Project site?

No, describe the steps taken to identify critical habitat within or adjacent to the Project site.

The project area is currently used for agriculture and consists of existing roadway, right-of-way, and fields. The construction activities will occur near the Beaverdam Creek watershed just outside of the floodplain. No critical habitat occurs within or adjacent to the project.

Yes, describe them and the potential for impact.

Are any Threatened or endangered species located in or adjacent to the Project?

No, describe the steps taken to identify the presence of endangered species adjacent to the Project site.

Yes, describe them and the potential for impact. Describe any consultation with the USFWS, National Marine Fisheries Service, or State, as appropriate, about the impacts to critical habitat and to threatened and endangered species. If required, prepare a biological assessment and attach it and any applicable agency correspondence.

After mapping the project area with the USFWS IPAC Tool, eight federally endangered or threatened species were identified that occur or potentially occur within the Huntsville, Madison County, Limestone County, and/or near the project: Northern Long- Eared Bat (*Myotis septentrionalis*); Indiana Bat (*Myotis sodalis*); Gray Bat (*Myotis grisescens*); Spring Pygmy Sunfish

(*Elassoma alabamae*); Pink Mucket (*Lampsilis abrupta*); Rough Pigtoe (*Pleurobema plenum*); Armored Snail (*Pyrgulopsis pachyta*); and Slender Campeloma (*Campeloma decampi*).

Consultation with the USFWS was completed in August 2019, which resulted in a determination of "no effect" which the USFWS concurred in writing on September 11, 2019 (see Attachment).

S. Public Safety: Will the Project result in any public safety impacts?

No, describe method used to determine whether the Project results in any safety or security impacts.

Yes, describe the impacts to safety or security and any measures that would need to be taken to provide for the safe and secure operation of the Project during and after its construction.

The construction impacts of this project are expected to be like those normally associated with the construction of widening and new location roadways. The construction can be expected to result in contractor staging areas, a temporary increase in noise and air pollution, traffic and utility service disruptions, as well as erosion and siltation. These and other impacts will be minimized through the implementation of the ALDOT Standard Specifications for Roads and Structures. All possible measures will be taken to ensure that the public's health and safety are not compromised during the movement of any materials to and from the construction site, and that inconveniences to the public are kept to a minimum.

After the completion of the Old Highway Grade Separation, the area will see improved and safer road conditions because the road will have shoulders, and will no longer intersect with an at-grade rail crossing.

T. Cumulative Impacts: A "cumulative impact" is the impact on the environment that results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative impacts may include ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic, social, or health, whether direct, indirect, or resulting from smaller actions that individually have no significant impact. Determining the cumulative environmental consequences of an action requires delineating the cause-and-effect relationships between the multiple actions and the resources, ecosystems, and human communities of concern.

Are cumulative impacts likely? Yes No Yes, describe the impacts:

Travelers passing through the project study area will experience improved productivity due to reduced travel time. These savings will result from expansion of Old Highway 20 from two lanes to five lanes and improved conveyance on the Greenbrier Parkway to I-565 and I-65 that reduce trip time, increase overall capacity in the project study area, make improvements to intersection performance, and implement a grade-separated railroad crossing to eliminate train/roadway conflict points. The recommended hourly value of travel time savings in 2018 dollars is \$14.10 for all purposes. Applying the GradeDec model for the Old Highway 20 Grade Separation Project results in a Benefit of \$99,733,620 in travel time savings over a 20-year period from 2020-2040. (2018\$, net present value @ 0%) and \$25,772,570 under a 7% NPV over the same evaluation interval.

While the current road configuration does not currently impose significant delays upon trucks and cars on Old Highway 20, the completion of the MTMUS facility and construction of the NS railyard will significantly increase the likelihood for motor vehicles or incidents to block the line and impede free-flowing movement of trains through the area if the roadway is not improved. The project does not have access to NS's planned freight train schedules on this line, but the increased reliability and efficiency of this critical transportation mode has positive impacts throughout the regional rail network and are viewed qualitatively as a benefit to the project.

Shorter or more efficient trips can reduce fuel consumed by automobiles. In addition to improving roadway and intersection performance, the modeling results for the Old Highway 20 Grade Separation Project supports shorter and more efficient trip routes for vehicles. Reduced idling by improving intersection performance or eliminating delays from the at-grade railroad crossings will

also reduce fuel usage. Decreased congestion on Old Highway 20, connecting routes, and parallel routes will reduce driving inefficiency that results in wasted fuel.

However, since the Old Highway 20 Grade Separation Project will realize a significant increase in miles traveled upon completion of MTMUS and NS rail yard, a benefit is not realized in the GradeDec.Net model. Consequently, fuel usage savings results in a 0% decrease in gas consumption in the GradeDec model.

Vehicle operating cost savings are calculated for each vehicle type (auto, truck and bus). GradeDec.NET includes burn factors for fuel and oil for each vehicle type. The model calculates the quantities of fuel and oil that are consumed by each traffic segment and multiplies by the appropriate cost. Applying the GradeDec model for the Old Highway 20 Grade Separation Project results in a Benefit of \$21,174,300 in vehicle operating costs over a 20-year period from 2020-2040. (2018\$, net present value @ 0%) and \$5,369,069 under a 7% NPV.

Reduced fuel usage from improved traffic flow translates to reduced Greenhouse Gas (GHG) and other emissions. The Environmental Protection Agency (EPA) has assigned a cost per pound to each of several passenger car emissions including VOC (\$1,844/ton), and NOx (\$7,266/ton). The US Department of Transportation (USDOT) has also assigned cost values for several of these pollutants as described in the Detailed Assumptions and Sources section of the GradeDec model. Applying the GradeDec model for the Old Highway 20 Grade Separation Project results in a Benefit of \$9,999,161 in emissions reductions over a 20-year period from 2020-2040. (2018\$, net present value @ 0%) and a \$2,527,104 in emissions reductions under a 7% discount.

Improvements of intersection design and traffic flow performance through this project, as well as separating vehicle and railroad crossings, will decrease the rate and severity of crashes that lead to injuries and fatalities.

Additionally, since emergency response services will be able to access accidents in the immediate project study area and areas connected by the extension, the severity of injuries can be downgraded by increased speed-to-care. Although a profile of injury severity is not available for the crash history in the project study area or the emergency response service area, a qualitative assessment of this benefit is that it would increase the net benefits of the project, effective immediately upon project opening. Applying the GradeDec model for the Old Highway 20 Grade Separation Project results in a Benefit of \$12,020,160 in safety benefits over a 20-year period from 2020-2040. (2018\$, net present value @ 0%) and a \$4,807,819 in safety benefits for the 7% discount rate.

Direct natural environmental impacts by the Old Highway 20 grade Separation project will be addressed by avoidance, minimization, or mitigation, consistent with programmatic agreements with the natural resource agencies during the consultation processes. All developments will be required to follow local, state, and federal guidelines and permitting regulations. The project is not anticipated to result in significant cumulative impacts to natural resources.

- U. Indirect Impacts:** "Indirect impacts" are those that are caused by the action and are later in time or farther removed in distance but are still reasonably foreseeable. Indirect impacts may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.

Are Indirect impacts likely? Yes No Yes, describe the impacts:

Old Highway 20 is currently a two-lane highway which in the project area, has a one-track at-grade crossing. The City of Huntsville's Old Highway 20 Grade Separation Project will eliminate the at-grade railroad crossing at the intersection of Old Highway 20 and the NS rail line. The construction will create a five-lane road with curb and gutters, protected turn lanes, and a grade separated bridge over Norfolk Southern's planned 12,000 linear foot railyard that will have between four and six tracks.

Without the project, projected increases in traffic and freight service will significantly increase traffic congestion in the Old Highway 20 Corridor of Huntsville. The construction of Old Highway 20 Grade Separation Project is part of a much larger infrastructure improvement program being

undertaken by the City of Huntsville to insure accommodation of future traffic volumes and road safety measures in conjunction with the MTMUS plant opening. Old Highway 20 will be improved from County Line Road to Greenbrier Parkway. The Greenbrier Parkway runs north-south and connects directly to I-565 to the south and will serve as the conduit to I-65 to the West. The Old Highway 20 Separation Project will widen the travel corridor for motorists, which will make commute times shorter and travel in the area safer, especially with the removal of two at grade rail crossings. The Old Highway 20 Grade Separation project will remove one rail crossing, and cul de sacs will be placed on either side of an at-grade rail crossing on Greenbrier Parkway, which will remove another.

In addition, this project would greatly stimulate the economy of not only Huntsville, but also the immediate surrounding areas. The MTMUS \$1.6 billion joint venture will begin construction in 2019 and the plant will be fully operational in 2021, creating an additional 4,000 employment openings at the plant site, and 800 embedded contractor jobs, for a total of 4,800 direct jobs. The addition of 4,800 MTMUS plant employees could create an additional 13,920 indirect and induced jobs in the area based on a 2.9 automotive manufacturing employment multiplier. The project will help to accommodate this increase and allow for up to 20,200 average annual daily trips (AADT) projected on Old Highway 20 between Greenbrier Parkway and Segers Road once the road is widened from two lanes to five lanes and the MTMUS is operational.

Due to the projected opening of the MTMUS Plant, the area will become more urbanized, but the land around the plant will most likely continue to be agricultural because it is privately owned. Overall indirect effects are expected to have a positive impact on the community of Huntsville and surrounding areas.

V. Mitigation: Describe all mitigation measure commitments which address identified impacts that have been incorporated into the Project, if any.

1. Mitigation measures will be incorporated into the design documents for the construction contractor to implement during construction activities to minimize and avoid adverse impacts.
2. The City of Huntsville will enforce its ordinances for soil and erosion control, watershed protection, and floodplain protection. With these regulations, the project is expected to have a minor impact on environmental resources.
3. The City will provide archaeological monitoring by a Secretary of the Interior qualified professional archaeologist during ground disturbing activities associated with construction of the project. Should a Post-Review Discovery occur, the City's construction contractor will be required to stop work in the vicinity of the discovery and follow an Unanticipated Discoveries Plan (UDP) developed by FRA. FRA will handle the discovery pursuant to 36 CFR Part 800.13(b)-(c) and consult with the appropriate THPO(s) and Federally-recognized Tribes and SHPO to evaluate the significance of any intact archaeological historic properties, if encountered. FRA will also notify the appropriate THPO(s) and Federally-recognized Tribes in the event that human remains are encountered. In the event of an unexpected discovery, the City will not be allowed to resume ground disturbing construction activities until the necessary consultation with SHPO and THPO(s) and Federally-recognized Tribes has been completed.

What is the Project sponsor's plan to enforce and monitor the mitigation proposed?

The City of Huntsville will provide construction management and oversight to ensure mitigation measures are implemented in accordance with all applicable permits and per the approved design documents.

What are FRA's additional mitigation requirements (if any)?

1. FRA will develop an Unanticipated Discoveries Plan (UDP) to establish a process for addressing the discovery of any archaeological materials. The UDP will establish stop-work and notification protocols that the City and/or its construction contractor, as appropriate, will be required to follow, as well as identification, evaluation and consultation requirements should a Post-Review Discovery occur. FRA will handle the discovery pursuant to 36 CFR Part 800.13(b)-(c). FRA will develop the UDP and provide an opportunity for review by/discussion with the City prior to the City initiating ground-disturbing construction activities.

2. Summary of Tribal responses and ACHP coordination (if applicable) is pending and will be included within FRA and City project files.

W. Public Notification: Briefly describe any public outreach efforts undertaken on behalf of the Project, if any. Indicate opportunities the public has had to comment on the Project (e.g., Board meetings, open houses, special hearings).

Has the Project generated any public discussion or concern, even though it may be limited to a relatively small subset of the community? Indicate any concerns expressed by agencies or the public regarding the Project.

The Huntsville Metropolitan Planning Organization (MPO) has expressed its commitment to the Old Highway 20 Grade Separation Project and is prepared to include it on its regional priorities list on the MPO's Year 2040 Long Range Transportation Plan (LRTP) and the 2016-2019 Transportation Improvement Program (TIP) upon funding announcement. The MPO has made clear the project is consistent with its long-term vision to reimagine corridors in the Huntsville area and has submitted a letter of support to show the organizations enthusiasm for the project.

There have been no concerns expressed by agencies or the public regarding the Old Highway 20 Grade Separation Project.

X. Related Federal, State, or Local Actions: Does the Project require any additional actions (e.g., permits) by other Agencies? Attach copies of relevant correspondence. It is not necessary to attach voluminous permit applications if a single cover agency transmittal will indicate that a permit has been granted. Describe permitting issues in the relevant resource discussion above.

- Section 106 Historic Properties**
- Section 401/404 of the Clean Water Act; Wetlands and Water Quality**
- Section 402 of the Clean Water Act**
- USCG 404 Navigable Waterways**
- Migratory Bird Treaty Act**
- Endangered Species Act Threatened and Endangered Biological Resources**
- Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat**
- Safe Drinking Water Act**
- Section 6(f) Land and Conservation Act**
- Other State or Local Requirements (Describe)** A stormwater permit will be required.

**PROCEDURES FOR THE UNANTICIPATED DISCOVERY
OF CULTURAL RESOURCES AND HUMAN REMAINS**

City of Huntsville, Alabama

Old Highway 20 Grade Separation

**FY 2018 Consolidated Rail Infrastructure and Safety Improvements
(CRISI) Program**

PART 1 - INTRODUCTION

The City of Huntsville (City) was awarded a grant under the Fiscal Year 2018 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for the Old Highway 20 Grade Separation Project (Project). The Project includes abandonment of an existing at-grade railroad crossing at the intersection of Old Highway 20 and the Norfolk Southern rail line, and construction of an overpass bridge on Old Highway 20. The purpose of the Project is to eliminate safety risks associated with the at-grade highway-rail crossing. The USDOT's Federal Railroad Administration (FRA) is administering the CRISI grant and is the lead federal agency responsible for compliance with Section 106 of the National Historic Preservation Act (Section 106). The Project is part of a larger effort by the City to prepare for the construction and opening of a new Mazda Toyota Manufacturing USA, Inc. (MTMUS) automobile assembly plant.

Old Highway 20 is currently a two-lane highway with no shoulders and an at-grade rail crossing. The Project is intended to improve safety conditions at the highway-rail crossing and mitigate the anticipated congestion issues into and out of the future MTMUS automobile assembly plant. The new manufacturing plant is anticipated to be fully operational in 2021.

This Unanticipated Discoveries Plan (UDP) applies to the locations of all ground disturbing activities associated within the Project Area, including the construction footprint, access roads and staging areas within 100 m of the established boundary of Site 1Li478.

This document provides the procedures to be followed in the event intact archaeological materials (such as layers/strata and/or features) are encountered during implementation of the Project, particularly during ground-disturbing construction activities. Because work will primarily occur in plow zone (or disturbed areas), it is anticipated that archaeological materials in disturbed contexts may also be found. The UDP also addresses procedures for the unanticipated discovery of human remains.

Development of and the City's adherence to this UDP is a requirement of FRA's June 5, 2020, approval of a Categorical Exclusion for the Project in accordance with the National Environmental Policy Act (NEPA) and FRA's NEPA implementing regulations. The UDP addresses the handling of unanticipated discoveries pursuant to the Section 106 regulations at 36 CFR Part 800.13(b)-(c). As required by FRA's environmental approval of the Project and the

legally-binding grant agreement between FRA and the City, the City is required to provide archaeological monitoring of Project construction activities by a Secretary of the Interior (SOI) qualified professional archaeologist. The professional archaeologist, as the Principal Investigator (PI), may oversee the work of and deploy field staff to serve as the Archaeological Monitor on site.

This document pertains to the work by the City, its hired Contractor, the Contractor's subcontractors, the Contractor's material suppliers, the Contractor's equipment suppliers, and all individuals and companies associated with the Contractor's performance of the Project (hereafter collectively referred to as Contractor).

To protect potential sensitivity regarding cultural resources, any member of the Contractor's team, the City's Project Management Team, and the Archaeological Field Monitoring team, is prohibited from disclosing information, including the location and nature of any discovery, to anyone outside the chain of hierarchy described herein.

This document will remain in force until the completion of construction of the Project.

PART 2 – IDENTIFICATION OF RESOURCES

Cultural resources may date to the historic or prehistoric period of human occupation. When found below ground, they are considered to be archaeological resources. The following are examples of potential archaeological resources:

- A collection of shell, burned rocks, or other food-related materials.
- Personal items, such as clothing (e.g. leather, cloth, buckles, buttons), rings, jewelry, beads, toys, and coins.
- Household and kitchen items, such as pieces of ceramics, glass and metal containers, cutlery, butchered bones and oyster shells, or tobacco pipe remnants.
- Architectural items, including window glass, nails, bricks, shaped building stones, etc.
- Possible prehistoric objects, including chipped stone tools or waste flakes (i.e., projectile points, drills, etc.), ceramics, animal bone, personal adornment items, etc.
- Areas of charcoal or burned or darkened soil, often (but not always) with artifacts present.
- Clusters of tin cans or bottles, logging, industrial, or agricultural equipment or materials that appear to be over 50 years of age.
- Unusual objects not identified herein that may be indicators of past human use or occupation of the project area.

It is possible that any combination of these resources may be found during earthwork operations such as locations where drilling occurs for temporary fences, gates, signs and other appurtenances, and at locations where soil is disturbed, removed, relocated, or displaced during construction. Resources may also appear on the surface due to equipment movement or after a rain event. If unsure, the City and Contractor must assume that the material is a cultural resource and follow the procedures outlined in this UDP.

Copies of this UDP will be provided by the City Project Manager to the Archaeological Monitor and Contractor prior to commencing ground disturbing activities. The Contractor will provide a briefing to the construction crews prior to deploying to the work site to ensure all relevant personnel understand the requirements herein.

PART 3 – NOTIFICATION PROCEDURES FOR UNANTICIPATED DISCOVERIES OF CULTURAL RESOURCES

1. STOP WORK:

- a. If one or more of the potential archaeological resources (listed in Part 2 above) are encountered by the Archeological Monitor or Contractor during ground disturbing activities (i.e., “unanticipated discovery”), the Contractor will immediately stop work in the vicinity of the discovery and notify the City Project Manager.
- b. If the Archaeological Monitor determines that the resources are not intact, they will use professional judgment to determine if further investigation in the area of discovery is warranted. Because of the pre-existing disturbed nature of the soils in the project area, if no further investigation is warranted as determined by the Archaeological Monitor, the Archaeological Monitor will notify the City Project Manager who will notify the Contractor that it can resume work in the area of the discovery.
- c. If the Archaeological Monitor determines that the resources are intact, the Contractor cannot resume work in the vicinity of the discovery until specifically notified by the City Project Manager, per direction of the PI in conjunction with the FRA Project Manager. The Archaeological Monitor will direct the Contractor on how to secure the location and ensure that any discovery(ies) (i.e., potential archaeological resources) are protected from damage, destruction, looting, and vandalism during stop work episodes while FRA, the Alabama State Historic Preservation Officer (SHPO), and the City engage in consultation regarding the significance of the discovery. No vehicles or equipment will intrude upon the discovery site during this period.
- d. Construction may continue in areas not in the vicinity of the discovery.

2. NOTIFY:

In the event of a discovery of a potential intact archaeological resource during construction activities, the Archaeological Monitor or PI will provide digital photographs of any potential intact archaeological resource(s) (excepting exposed Native American human remains), a map of the location(s), and approximate depth of the resource(s) to the City Project Manager who will in turn provide the information to the FRA POCs within 24 hours. FRA will notify SHPO. The line of communication is as follows:

Archaeological Monitor;
Matthew Gage RPA
Director
Office of Archaeological Research
The University of Alabama Museums
(205) 371-2266 office
(865) 386-9560 mobile
<http://museums.ua.edu/oar/>

who will subsequently notify:

City Project Manager; (Zach Turner, 256-427-5300, zachary.turner@huntsvilleal.gov),
who will subsequently notify:

FRA Project Manager;
(Randy Brown, 202-309-4065, randall.brown@dot.gov)

FRA Supervisory Environmental Protection Specialist;
(Andrea Martin, 202-493-6201, andrea.martin@dot.gov)

FRA Federal Preservation Officer;
(Katherine Zeringue, 202-493-7007, katherine.zeringue@dot.gov)

FRA will subsequently notify:

Deputy Alabama State Historic Preservation Officer, Historic Preservation
Division Director;
(Lee Anne Wofford, 334-242-3184, leeanne.wofford@AHC.alabama.gov)

In accordance with the Section 106 regulations, FRA, in coordination with the City, will consult with SHPO to determine the eligibility of the discovery for listing in the National Register of Historic Places (NRHP). For NRHP-eligible discoveries, FRA, SHPO, the City, and consulting Federally Recognized Tribes and other consulting parties as appropriate (to be identified by FRA and SHPO), will further consult to determine the appropriate course of action (i.e., archaeological investigation, documentation/recordation, mitigation or treatment measures including data recovery) necessary prior to FRA allowing the City to resume construction in the area of the discovery. The FRA Project Manager will notify the City Project Manager with the results of this consultation in writing.

3. SCHEDULE & RESUMING WORK:

The City Project Manager will notify the Contractor in writing when work may proceed, or if other provisions are required. The City Project Manager will also notify the Contractor of any required modifications to the project schedule or aspects of the contract including moving locations of work to accommodate or avoid the unanticipated discovery.

PART 4 – NOTIFICATION PROCEDURES FOR UNANTICIPATED DISCOVERIES OF HUMAN REMAINS

1. STOP WORK:

- a. If the presence of human remains is suspected or encountered by the Archeological Monitor or Contractor during ground disturbing activities, the Contractor will immediately stop work in the vicinity of the discovery and notify the City Project Manager.
- b. If the Archaeological Monitor determines that a stop-work order is warranted, the Contractor will stop work within an appropriate distance of the discovery, as determined by the Archaeological Monitor to be necessary to avoid or minimize further harm to the discovery.
- c. If Native American human remains and/or associated or unassociated funerary objects are encountered by the Archaeological Monitor, excavation will cease until a treatment plan is developed between the FRA, Federally Recognized Tribes, and SHPO.
- d. Protection of human burials will be accomplished by: (1) keeping any discovery confidential; and (2) securing the discovery locality to prevent disturbance of remains and associated materials. Only those persons listed in the section below will be notified of a find once it has been covered in place. Methods to protect a find will include, but are not limited to: fencing, covering the remains with a protective material and culturally sterile soil or plywood, and if vandalism should be considered a threat, establish a 24-hour site security monitor.
- e. If human remains are discovered, they must be treated with dignity and respect. No parties will notify or otherwise communicate with the media about the discovery.

2. NOTIFY:

- a. Should Native American human remains and/or associated or unassociated funerary objects be encountered, the tribal representatives from the consulting Federally Recognized Tribes shall be notified of the discovery on the same day if possible or within 24 hours by the FRA. The State Archaeologist, and the Limestone County Coroner will be notified in accordance with Code of Alabama 1975, §13A-7-23.1, as amended and Administrative Code, Chapter 460-X-10.1. The treatment of remains and associated or unassociated funerary objects and a plan for avoidance, recovery and/or reburial of the

remains will follow protocol established between the FRA, Federally Recognized Tribes, and SHPO.

- b. FRA, through consultation with SHPO and consulting Federally Recognized Tribes , will determine a treatment plan for the avoidance, recovery and/or reburial of the remains. The FRA Project Manager will notify the City Project Manager with the results of this consultation in writing.
- c. Should non-Native American human remains or funerary objects be encountered, the State Archaeologist, and the Limestone County Coroner will be notified in accordance with Code of Alabama 1975, §13A-7-23.1, as amended and Administrative Code, Chapter 460-X-10.1. The treatment of non-Native American remains and associated or unassociated funerary objects will follow protocol established between the FRA, SHPO, and the Limestone County Coroner.

3. SCHEDULE & RESUMING WORK:

The City Project Manager will notify the Contractor in writing when work may proceed, or if other provisions are required. The City Project Manager will also notify the Contractor of any required modifications to the project schedule or aspects of the contract including moving locations of work to accommodate or avoid the unanticipated discovery.

PART 5 - AUTHORITY TO HALT CONSTRUCTION

If the Archaeological Monitor or the Contractor observes or suspects cultural resources or human remains during the Project's ground disturbing activities, either party has the authority to halt construction and will immediately direct the equipment operator to stop work in the vicinity to allow for a closer inspection of the discovery by the Archaeological Monitor. If a monitor should not be present at the time of discovery, and suspected resources are observed, the Contractor will immediately stop work and contact the Archaeological Monitor and the City Project Manager. If a stop-work order is warranted, the Contractor will stop work within an appropriate distance of the discovery as determined by the Archaeological Monitor to be necessary to avoid or minimize harm to the discovery. The Archaeological Monitor will assess the discovery and determine whether additional analysis and a stop-work order is warranted as outlined above.

PART 6 - STANDARDS:

The treatment of all encountered archaeological resources or human remains will be subject to the Alabama Historical Commission *Administrative Code Chapter 460-X-09 Historical Commission 2006* and other applicable policies and regulations.

- End of Document -

ATTACHMENT "T"

Affidavit Acknowledging Federal Terms and Conditions

I hereby acknowledge the reference project is all or partially Federal funded and that I must adhere to the Federal Terms and Conditions included in the contract documents (where applicable). Federal Conditions include but are not limited to Buy American Act Requirements, Davis Bacon Wage Decision Requirements and Disadvantage Business Enterprise Program Goals.

Contractor Name

Signature and Date

Notary Public Signature

Date if Commission Expires

ATTACHMENT "U"

**Affidavit Acknowledging Conditions of Categorical Exclusion Document and
Unanticipated Discoveries Plan/Burial Treatment Plan**

I hereby acknowledge that I have reviewed the, Categorical Exclusion Document and Unanticipated Discoveries Plan/Burial Treatment Plan, provided in the contract documents for City of Huntsville Project Number 71-19-SP08 and full except all conditions of both documents.

Contractor Name

Signature and Date

Notary Public Signature

Date if Commission Expires

**SUPPLEMENT TO GENERAL REQUIREMENTS
FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS
OLD HIGHWAY 20 PHASE III-A, BRIDGE OVER NORFOLK-SOUTHERN RAILROAD
PROJECT #71-19-SP08
FRA AGREEMENT 69A36520401570CRSAL
CITY OF HUNTSVILLE, ALABAMA**

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

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

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

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

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

2. PROPOSAL PREPARATION

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

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

(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. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

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

3. QUANTITIES

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

4. CHANGE ORDERS

(A) Changes in the Work

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

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

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

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

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

(B) Change of Contract Price.

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

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim.

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

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

(D) Time extension for abnormal weather conditions

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

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

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

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

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

5. MAINTAIN OFFICE

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

6. SUBCONTRACTORS

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

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

7. BID BOND

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

8. N/A

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

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

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

10. LICENSES AND CLASSIFICATIONS

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

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

11. PERMITS

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

12. PAYMENT

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

13. N/A

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

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the

requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

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

15. INCLUSIONS TO CONTRACT

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

16. COMMENCEMENT OF WORK

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

17. CONTRACT TIME

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

18. LIQUIDATED DAMAGES

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

Liquidated damages will be \$30,000.00 per day.

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

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

19. STORAGE OF MATERIALS

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

20. TRAFFIC FLOW

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

21. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

22. TERMINATION FOR CAUSE

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to

any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

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

23. UNBALANCED BIDS

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

24. ADDITIONAL INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

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

Commercial General Liability

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

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

C. OTHER INSURANCE PROVISIONS

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

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

1. General Liability and Automobile Liability Coverages Only:

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

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

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

2. All Coverages

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

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

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

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

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

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

25. DOMESTIC PREFERENCES

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

26. TIME IS OF THE ESSENCE

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

27. NO DAMAGES FOR DELAYS

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

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

28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

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

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

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

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

30. WARRANTIES

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

31. COORDINATION WITH OTHER CONTRACTORS

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

32. W-9 TAXPAYER FORM

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

33. FINAL PAYMENT

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

certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

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

34. PROJECT COMPLETION DATE

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

35. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

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

City Construction Projects:

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

Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. Roadways:

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

2. Sanitary Sewers:

a. Gravity Line

- i. Horizontal Location of Manholes – Northing and easting Coordinates
- ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
- iii. Changes in location of clean outs, or end of service lateral.
- iv. Changes in length, slope, size, or material of lines.

b. Force Mains

- i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
- ii. Horizontal and Vertical Location of Fittings/Bends
- iii. Changes in length, size, depth or material of lines
- iv. Changes in restraint types

c. Pump Stations

- i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
- ii. Changes in Site Development and/or Landscaping
- iii. Changes in Equipment

3. Storm Drainage:

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

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

- ii. Vertical location (to verify positive drainage)

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

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.

- d. Detention / Retention Facility:
 - i. Changes in size, location, or material of facility.
 - ii. Changes in location and type of geotechnical fabric used.
 - iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

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

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary	0	3	0	20	0	

	Roads/Trails Text						
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						

56	Property Address	0	1	0		
57	Text Tag for Buildings	0	1	0	10-20	1
58	Open					
59	Open					
60	Open					
61	Open					
62	Monuments for Setup (point cell)					
63	Open					

36. LIEN WAIVERS

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

37. LOWEST RESPONSIBLE BIDDER

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

38. NON-RESIDENT BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. NPDES CONSTRUCTION REQUIREMENTS

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

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

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

This section is deleted.

47. SHOP DRAWINGS

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

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

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

48. E-VERIFY – NOTICE

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

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

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

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

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

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

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

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final 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 final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages,

bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

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

52. GOVERNING LAW

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

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

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

54. SUCCESSORS AND ASSIGNS

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

55. WRITTEN NOTICE

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

56. RIGHTS AND REMEDIES

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

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

57. ENTIRE AGREEMENT

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