

City of Madison, Alabama
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repair of Madison Boulevard Bridges over Bradford Creek

Issued November 17, 2022

BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: M. Miller & M. Miller Inc.

Business Address: 2106 M. Miller Ferry Way
Huntsville, AL 35801

Business Phone: 256-882-6200 Company's E-mail: miller-miller-inc.com

Authorized Representative: Mark O Seelay

Title: Corp Secretary

Representative Phone: 256-882-6200 (work) 256-759-2856 (cell)

Representative's Email Address(es): mseelay@miller-miller-inc.com

B. BIDDER'S LICENSE INFORMATION: See Section 9(a) of Bid Packet.

License Class & Bid Limit:

Unlimited

Alabama General Contractor No.: 4166

Alabama General Contractor Specialty: H/RR, Heavy & Railroad, HS, Highways & Streets
MO, Municipal & Utility, BC, Building Constr.

Alabama General Contractor License Major Categories:

(1) H/RR Heavy & Railroad

(2) HS Highway & Streets

**COPY OF BIDDER'S GENERAL CONTRACTOR LICENSE MUST ACCOMPANY THIS BID SUBMISSION
OR IT WILL BE REJECTED.**

C. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s) 1, _____, _____, _____, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract, and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption for use on the Project, subject to the review of the City Attorney and the Director of Finance.

E. BID GUARANTY

Attached hereto is a BID BOND/CASHIER'S CHECK (circle one) issued by See Attached in the amount of \$ 5% of Bid as full satisfaction of the Bid Guaranty requirement contained in the Invitation to Bid.

F. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder further declares that he has carefully examined the sample contract for the Work and has checked and verified the completeness of the Contract; that he has personally inspected the drawings and specifications included in the bid packet; and that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work, quantities of equipment and materials, as included herein, are brief and are intended only to indicate the general nature of the Work and the Project. Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

G. CONTRACT COMPLETION TIME

Bidder further agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete the Work, in all respects, within the time specified in the Contract for completion, subject to Change Orders and any other lawful adjustments made to the Contract terms after execution.

H. EXPERIENCE

Bidder agrees to furnish information for at least three (3) references in order to establish its experience completing similar projects for clients within the last five (5) years.

I. PERFORMANCE OF WORK

In the event subcontracting of any portion of the Work is contemplated by Bidder, for each subcontractor Bidder shall provide with his Bid Submittal the name and address of the subcontractor and a description of the portion of the Work to be performed.

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 20th day of December, 2022.

Mittler & Mittler Inc.
Legal Name of Bidder

By: [Signature]

Its: Corp Secretary

Date: 12/20/22



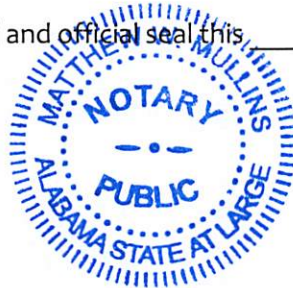
STATE OF Alabama

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§
§

COUNTY OF Madison

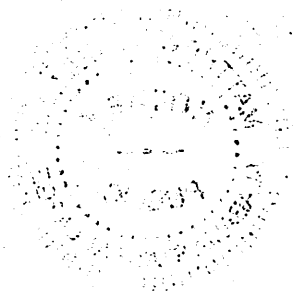
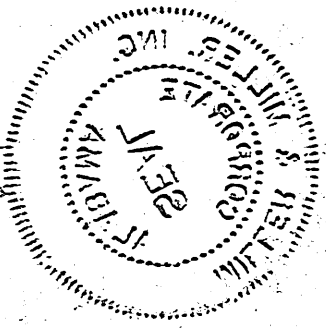
I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mark O Seely, whose name as Corp Secretary of Mittler & Mittler Inc. is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 20th day of December, 2022.



[Signature]
Notary Public

MY COMMISSION EXPIRES 8-18-2026



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

City of Madison, Alabama
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012 ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

BIDDER PRICING SHEET

BIDDER NAME: M. Miller & Miller Inc.

ADDRESS: 2106 Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Ala. 35801

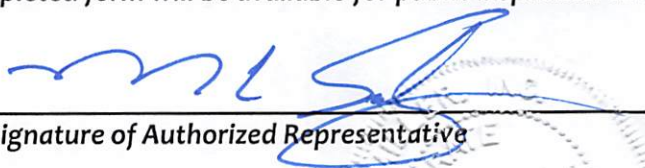
Item	Description	Unit	Qty.	Unit Cost	Item Cost
1	Removing Bridge Deck (Partial Only)	SQYD	150	\$ 1,005. ⁰⁰	\$ 150,750. ⁰⁰
2	Structural Steel	LB	12230	\$ 4. ⁵⁰	\$ 55,038. ⁰⁰
3	Bridge Concrete, Class B	CUYD	25	\$ 2,650. ⁰⁰	\$ 66,250. ⁰⁰
4	Mobilization	LS	1	\$ 42,000. ⁰⁰	\$ 42,000. ⁰⁰
5	Geometric Controls	LS	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
6	Solid Temporary Traffic Stripe (Tape)	LIN FT	2200	\$ 3. ⁰⁰	\$ 6,600. ⁰⁰
7	Broken White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 5. ⁰⁰	\$ 2,750. ⁰⁰
8	Solid White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. ⁰⁰	\$ 4,400. ⁰⁰
9	Solid Yellow, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. ⁰⁰	\$ 4,400. ⁰⁰
10	Solid Traffic Stripe Removed (Tape)	LIN FT	2200	\$ 3. ⁰⁰	\$ 6,600. ⁰⁰
11	Pavement Markers, Class A-H, Type 2-C	EACH	14	\$ 8. ⁰⁰	\$ 112. ⁰⁰
12	Portable Concrete Safety Barriers, Type 6	LIN FT	530	\$ 40. ⁰⁰	\$ 21,200. ⁰⁰
13	Portable Concrete Safety Barriers, Type 6-A	LIN FT	20	\$ 75. ⁰⁰	\$ 1,500. ⁰⁰
14	Portable Impact Attenuator Assembly	EACH	2	\$ 12,500. ⁰⁰	\$ 25,000. ⁰⁰


15	Construction Signs	906	SQFT	\$ 10.00	\$ 9,060.00
16	Channelizing Drum	50	EACH	\$ 70.00	\$ 3,500.00
17	Cones (36 Inches High)	25	EACH	\$ 50.00	\$ 1,250.00
18	Barricades, Type III	18	EACH	\$ 350.00	\$ 6,300.00
19	Warnings Lights, Type B	20	EACH	\$ 340.00	\$ 6,800.00
20	Ballast For Cone	25	EACH	\$ 10.00	\$ 250.00
21	Portable Sequential Arrow and Chevron Sign Unit	2	EACH	\$ 4,000.00	\$ 8,000.00
22	CONTINGENCY	1	LS	\$ 25,000.00	\$25,000
TOTAL COST					\$ 448,257.00

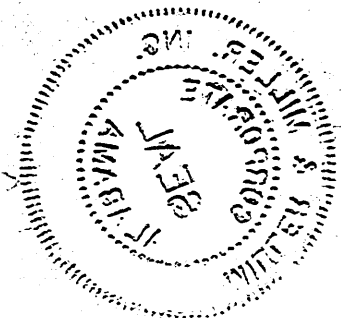
NOTE: BIDDER MUST ATTACH GENERAL CONTRACTORS LICENSE, CERTIFICATE OF INSURANCE, AND PROOF OF ENROLLMENT IN E-VERIFY.

I, Mark O Sealey, as Corp Secretary
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22
 Date


 Signature of Authorized Representative





City of Madison, Alabama
Finance Department—Competitive Purchasing Division

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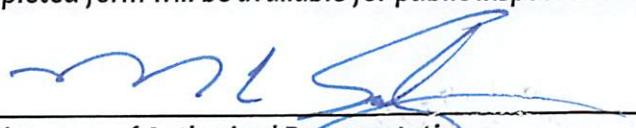
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2	Structural Steel	LB	12230	\$ 4. ⁵⁰	\$ 55,035. ⁰⁰
3	Bridge Concrete, Class B	CUYD	25	\$ 2,650. ⁰⁰	\$ 66,250. ⁰⁰
4	Mobilization	LS	1	\$ 42,000. ⁰⁰	\$ 42,000. ⁰⁰
5	Geometric Controls	LS	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
6	Solid Temporary Traffic Stripe (Tape)	LIN FT	2200	\$ 3. ⁰⁰	\$ 6,600. ⁰⁰
7	Broken White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 5. ⁰⁰	\$ 2,750. ⁰⁰
8	Solid White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. ⁰⁰	\$ 4,400. ⁰⁰
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15	Construction Signs	906	SQFT	\$ 10. ⁰⁰	\$ 9,060. ⁰⁰
16	Channelizing Drum	50	EACH	\$ 70. ⁰⁰	\$ 3,500. ⁰⁰
17	Cones (36 Inches High)	25	EACH	\$ 50. ⁰⁰	\$ 1,250. ⁰⁰
18	Barricades, Type III	18	EACH	\$ 350. ⁰⁰	\$ 6,300. ⁰⁰
19	Warnings Lights, Type B	20	EACH	\$ 340. ⁰⁰	\$ 6,800. ⁰⁰
20	Ballast For Cone	25	EACH	\$ 10. ⁰⁰	\$ 250. ⁰⁰
21	Portable Sequential Arrow and Chevron Sign Unit	2	EACH	\$ 4,000. ⁰⁰	\$ 8,000. ⁰⁰
22	CONTINGENCY	1	LS	\$ 25,000. ⁰⁰	\$25,000
TOTAL COST					\$ 448,257. ⁰⁰

NOTE: BIDDER MUST ATTACH GENERAL CONTRACTORS LICENSE, CERTIFICATE OF INSURANCE, AND PROOF OF ENROLLMENT IN E-VERIFY.

I, Mark O Seelay, as Corp Secretary
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22
Date

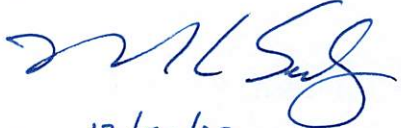

Signature of Authorized Representative

PROJECT 22-012
JOINT REPAIRS ON MADISON BOULEVARD BRIDGES OVER BRADFORD CREEK

SUMMARY OF QUANTITIES					
Item #	Item	Qty.	Unit	Unit Price	Extension
1	Removing Bridge Deck (Partial Only)	150	SQYD	\$ 1,005.00	\$ 150,750.00
2	Structural Steel	12230	LB	\$ 4.50	\$ 55,035.00
3	Bridge Concrete, Class B	25	CUYD	\$ 2,650.00	\$ 66,250.00
4	Mobilization	1	LS	\$ 42,000.00	\$ 42,000.00
5	Geometric Controls	1	LS	\$ 1,500.00	\$ 1,500.00
6	Solid Temporary Traffic Stripe (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
7	Broken White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 5.00	\$ 2,750.00
8	Solid White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
9	Solid Yellow, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
10	Solid Traffic Stripe Removed (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
11	Pavement Markers, Class A-H, Type 2-C	14	EACH	\$ 8.00	\$ 112.00
12	Portable Concrete Safety Barriers, Type 6	530	LIN FT	\$ 40.00	\$ 21,200.00
13	Portable Concrete Safety Barriers, Type 6-A	20	LIN FT	\$ 75.00	\$ 1,500.00
14	Portable Impact Attenuator Assembly (Unidirectional, TL-3)	2	EACH	\$ 12,500.00	\$ 25,000.00
15	Construction Signs	906	SQFT	\$ 10.00	\$ 9,060.00
16	Channelizing Drums	50	EACH	\$ 70.00	\$ 3,500.00
17	Cones (36 Inches High)	25	EACH	\$ 50.00	\$ 1,250.00
18	Barricades, Type III	18	EACH	\$ 350.00	\$ 6,300.00
19	Warning Lights, Type B	20	EACH	\$ 340.00	\$ 6,800.00
20	Ballast For Cone	25	EACH	\$ 10.00	\$ 250.00
21	Portable Sequential Arrow And Chevron Sign Unit	2	EACH	\$ 4,000.00	\$ 8,000.00
SUB-TOTAL					\$ 423,257.00
22	CONTINGENCY	1	LS		\$ 25,000.00
SUBTOTAL					\$ 423,257.00
CONTINGENCY					\$ 25,000.00
TOTAL BID					\$ 448,257.00

Bidder Name:

M. Hler & M. Hler Inc.
2106 M. Hler Ferry Way
Huntsville, Alabama 35801

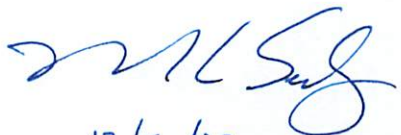

12/20/22

PROJECT 22-012
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12	Portable Concrete Safety Barriers, Type 6	530	LIN FT	\$ 40.00	\$ 21,200.00
13	Portable Concrete Safety Barriers, Type 6-A	20	LIN FT	\$ 75.00	\$ 1,500.00
14	Portable Impact Attenuator Assembly (Unidirectional, TL-3)	2	EACH	\$ 12,500.00	\$ 25,000.00
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SUB-TOTAL					\$ 423,257.00
22	CONTINGENCY	1	LS		\$ 25,000.00
SUBTOTAL					\$ 423,257.00
CONTINGENCY					\$ 25,000.00
TOTAL BID					\$ 448,257.00

Bidder Name:

M. Hiler & M. Hiler Inc.
2106 M. Hiler Ferry Way
Huntsville, Alabama 35801


12/20/22

City of Madison, Alabama
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: M. Miller & M. Miller Inc.

ADDRESS: 2106 M. Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Alabama 35801

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

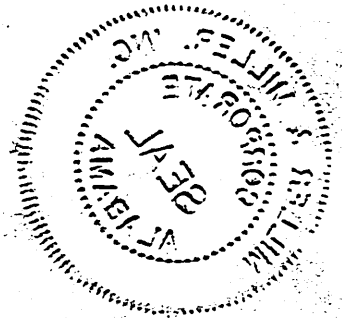
I hereby attach E Verify, Memo of Understanding as proof of Bidder's enrollment in E-Verify.

I, Mark O Seeley, as Corp Secretary
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22
Date

[Signature]
Signature of Authorized Representative





City of Madison, Alabama
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

DISCLOSURE STATEMENT

BIDDER NAME: Miller & Miller Inc.

ADDRESS: 2106 Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Ala. 35801

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?

Yes No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

N/A

2. Do you understand and acknowledge that:

a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds **unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;**

b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and

c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

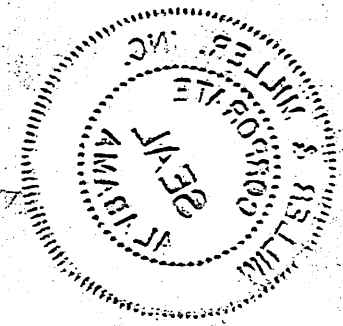
Yes No

I, Mark O Seelley, as Corp Secretary
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22
Date


Signature of Authorized Representative





City of Madison, Alabama
Finance Department—Competitive Purchasing Division

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#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

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STATEMENT OF NON-COLLUSION

BIDDER NAME: Mitler & Mitler Inc.

ADDRESS: 2106 Mitler Ferry Way

CITY/STATE/ZIP: Huntsville, AL 35801

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

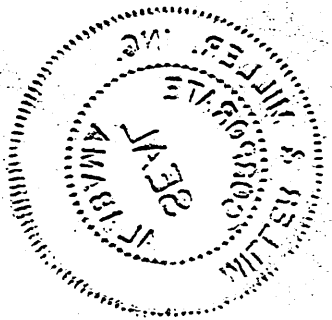
Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Mark O Seely, as Corp Secretary
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22
Date

[Signature]
Signature of Authorized Representative





THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Miller & Miller, Inc.

2106 Miller Ferry Way, Huntsville, AL 35801

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Madison, Alabama

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid
Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for #2022-012 ITB Repair of Madison
Blvd Bridges over Bradford Creek

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December, 2022

[Signature]
(Witness)

Miller & Miller, Inc.

(Principal)

(Seal)

By:

[Signature]
Mark Seebey

Corp. Sec.
(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:

[Signature]
Attorney-in-Fact Billie Jo Sanders

(Title)

Renee Ellis

[Signature]
(Witness)

STATE OF MICHIGAN

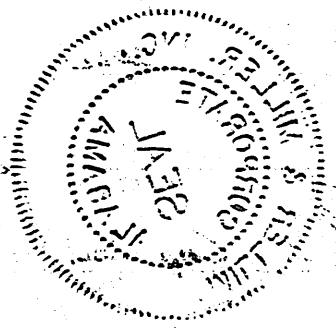
IN SENATE,
January 10, 1911.

REPORT OF THE

COMMISSIONERS OF THE

STATE OF MICHIGAN

AND BUREAU OF BUSINESS



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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Renee ELLIS, Paul B. SCOTT JR., Thomas J. GENTILE, Billie Jo SANDERS, David J. DURDEN and Milton A. KOPF, all of Montgomery, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of November, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Gerald F. Haley

Secretary
Eric D. Barnes
State of Maryland
County of Baltimore

Vice President
Gerald F. Haley

On this 13th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of _____, 20____.



A handwritten signature in black ink, appearing to read "Michael Bond".

Michael Bond, Vice President

City of Madison, Alabama
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued _____

(See attached
B.d Bond)

BID BOND

PRESENTED TO THE CITY OF MADISON, ALABAMA

MS
12/20/22

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the City of Madison, Alabama, a municipal corporation, as Obligee, hereinafter called "the City," in the sum of _____ Dollars (\$_____) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the City a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the City for the following Project:

Project: _____

Location: _____

Architect or Engineer: _____

Project Number: _____

NOW, THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and shall execute and deliver the Performance Bond and Payment Bond as required in the Contract and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the Contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their authorized representatives.

WITNESS:

PRINCIPAL:

(See Attached)
Bid Bond MS
12/20/22

By: _____

Title: _____

Address: _____

SURETY:

By: _____

Title: _____

Address: _____

ATTEST:

Attorney-in-Fact

NOTE: All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: In lieu of a Corporate Surety, Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Madison, Alabama, in an amount equal to five percent (5%) of the amount bid but in no instance more than \$10,000.00.

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 4166
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MILLER & MILLER INC

HUNTSVILLE, AL 35801

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until April 30, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

14th day of April, 2022

Michael B. Tew

SECRETARY-TREASURER

Paul A. Carter, Jr.

CHAIRMAN

182473

Company ID Number: 311572

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

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

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

Company ID Number: 311572

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

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

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

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

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

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

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

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



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

Employer Miller & Miller, Inc.

Mary E Pruitt

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/15/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/15/2010

Date



E-VERIFY IS A SERVICE OF DHS

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Miller & Miller, Inc.

Company Facility Address: 2106 Miller Ferry Way

Huntsville, AL 35801

Company Alternate
Address:

County or Parish: MADISON

Employer Identification

Number: 630434945

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- ALABAMA 1 site(s)

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

Name:	Mark E Miller	Fax Number:	(256) 882 - 2864
Telephone Number:	(256) 882 - 6200		
E-mail Address:	mmiller@miller-miller-inc.com		