

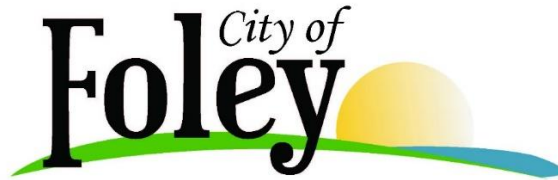
CONTRACT DOCUMENTS, GENERAL CONDITIONS,
AND PROJECT SPECIFICATIONS

EVENT CENTER RESURFACING

PROJECT NO. 400-5041-5197

FOR

CITY OF FOLEY, ALABAMA

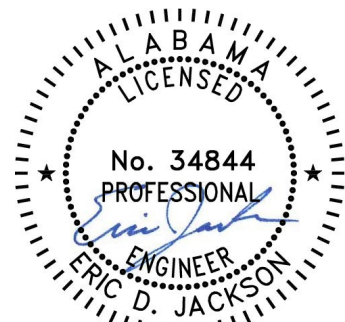


JUNE 2024

PREPARED BY



thompson
ENGINEERING



06/21/2024

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SECTION I INVITATION TO BID

PUBLIC NOTICE

Separate sealed bids will be received by the City of Foley at the City Hall Municipal Building, 407 E Laurel Ave, Foley, AL 36535, until **2:00 PM Central Time on Thursday, July 25, 2024**, and at that time publicly opened and read aloud for the construction of:

Project Name: **EVENT CENTER RESURFACING**

The project consists of a base bid and additive alternate to resurface and expand two existing parking lots at the Foley Event Center. The Contractor shall provide all labor, machinery and materials as per specifications to complete all work as outlined in the bid documents.

The PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS may be obtained from Thompson Engineering, 4830 Main Street, Suite G-212, Orange Beach, Alabama 36561, for a non-refundable fee of \$85.00, or downloaded from the City's Financial Services Division website at <https://cityoffoley.org/finance/> under Purchasing/Bids/Surplus and the Bids & Solicitations link. Neither the City nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than this office or on the City's website. For more information, call (251) 666-2443 or email ejackson@thompsonengineering.com. Prospective bidders may examine the Bidding Documents at this office Monday through Friday between 9:00 AM and 4:00 PM.

A pre-bid conference will be held on Thursday, July 18, 2024, at 2:00 PM at the City of Foley Council Chambers located at 407 E Laurel Ave, Foley, AL 36535. **Prospective bidders, subcontractors and vendors are strongly encouraged to attend.**

Work will begin in accordance with the Notice to Proceed with work completed within **SIXTY (60) WORKING DAYS** once commenced. Liquidated damages shall be assessed as outlined in the bid documents.

Bids in excess of One-Hundred Thousand Dollars (\$100,000) must be accompanied by a certified check or bid bond payable to the City of Foley in an amount not less than 5% of the bid amount, but in no event more than \$10,000. Performance and Labor and Material Payment Bonds will be required from the Contractor.

Unless stated otherwise in the Contract Documents, materials incorporated into the project are exempt from sales and use tax pursuant to Section 40-9-14.1, Code of Alabama, 1975 as amended. The estimated sales and use tax savings must be accounted for on the bid proposal forms provided. The awarded Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible property as part of the project shall also be responsible for obtaining a certificate of exemption.

Per City of Foley Ordinance No. 1029-08 & 23-2028, if the project amount submitted by the selected bidder is \$100,000.00 or greater, a felony background check will be performed and bid award will be contingent upon successful background check results.

Prior to beginning work, the Contractor shall obtain a City of Foley business license.

Sealed bids must be mailed or delivered to the City of Foley prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID", the bidder's name, the name of the bid, and the opening date and time. Contact Rachel Keith at (251) 934-1545 or rkeith@cityoffoley.org with any questions.

Sealed bids may be mailed to the following address:

City of Foley, ATTN: Purchasing Agent, PO Box 1750, Foley, Alabama 36536

Or hand delivered to:

City of Foley, ATTN: Purchasing Agent, 407 E. Laurel Avenue, Foley, AL 36535

Bids must be submitted on Bid Forms furnished by the City of Foley or copies thereof. All Bidders bidding in amounts exceeding \$50,000 must be licensed under the provision of Title 34, Chapter 8, Code of Alabama 1975. The total amount of uncompleted work under contract to a contractor must not exceed the amount of his or her qualification certificate.

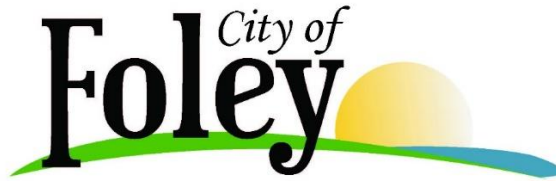
Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state.

All bidders must comply with Section 31-13-9, Code of Alabama 1975. Any bidder who employs persons in the State of Alabama must provide proof of enrollment in the E-Verify program along with the bid (see www.uscis.gov/everify).

All license requirements for the city and state apply and must be met prior to bid opening.

FAXED BIDS WILL NOT BE ACCEPTED. Be advised that overnight delivery by express or courier to Foley is not guaranteed. The City of Foley reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

THE CITY OF FOLEY, ALABAMA



INVITATION TO BID

INVITATION TO BID DATE: June 28, 2024

BID TITLE: EVENT CENTER RESURFACING

PLACE OF BID OPENING: City of Foley, City Hall, 407 E Laurel Ave

BIDS MUST BE RECEIVED BEFORE: July 25, 2024 @ 2:00 p.m. Central Time

BIDS WILL BE PUBLICLY OPENED: July 25, 2024 @ 2:00 p.m. Central Time

Sealed bids will be received by the City of Foley at the Office of the City Clerk in Foley until the above time and date at which time they will be publicly opened and read aloud as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes; tax exemption certificates furnished upon request. The City of Foley reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided in the documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid proposal form provided in the bid documents and show on the envelope "SEALED BID", the bidder's name, the name of the bid, and the opening date and time. Each bid must be in a separate envelope. Sealed bids may be mailed or delivered to the City of Foley at the following addresses.

US Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36536

Courier (UPS, FEDEX, etc.)
City of Foley
Attn: Purchasing Agent
407 E Laurel Ave.
Foley, AL 36535

Contact **Eric Jackson** at **ejackson@thompsonengineering.com** for questions concerning technical specifications. Contact **Rachel Keith** at **rkeith@cityoffoley.org** for questions concerning general bid procedures.

SECTION II

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

ARTICLE 1 – INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions. Applicability of general conditions as stated below shall be determined by the City of Foley. All bids must be submitted on and in accordance with the instructions provided by the City of Foley.

ARTICLE 2 – BID DOCUMENTS

A complete set of Bid Documents is included herein. Copies of the complete set of Bid Documents may be inspected and/or obtained from Thompson Engineering, 4830 Main Street, Suite G-212, Orange Beach, Alabama 36561, Monday thru Friday from 9:00 a.m. until 4:00 p.m. or downloaded from the City's website at <https://cityoffoley.org/finance/> under Purchasing/Bids/Surplus and the Bids & Solicitations link.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City's website at <https://cityoffoley.org/finance/> under the under Purchasing/Bids/Surplus and the Bids & Solicitations link. Addenda and updates may not be sent directly to firms. Bidders submitting a bid should check the website daily for addenda and updates. Bidders should print out, sign, and return addenda with their proposal. Failure to do so may result in disqualification.

This project shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, and any Special Provisions included herein. The contractor can use the following link to access the standard specifications:

<https://www.dot.state.al.us/publications/Construction/Specifications.html>

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

All Bidders bidding in amounts exceeding \$50,000 must be licensed under the provision of Title 34, Chapter 8, Code of Alabama 1975.

The total amount of uncompleted work under contract to a contractor must not exceed the amount of his or her qualification certificate.

Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state. All bidders must comply with Section 31-13-9, Code of Alabama 1975. Any bidder who employs persons in the State of Alabama must provide proof of enrollment in the E-Verify program along with the bid (see www.uscis.gov/everify).

All license requirements for the city and state apply and must be met prior to bid opening.

ARTICLE 4 – EXAMINATION OF BID DOCUMENTS AND PROJECT SITE

The bidder is expected to examine carefully the site of the proposed work, the plans, specifications, special provisions and contract documents before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the

contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the bidders must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

Extra payments will not be made for conditions which can be determined by examining the documents and the site.

ARTICLE 5 – INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral statements or instructions may not be relied upon and will not be binding or legally effective.

The City will issue Addenda to clarify discrepancies, ambiguities or omissions and post such on the City's website at <https://cityoffoley.org/finance/> under the under Purchasing/Bids/Surplus and the Bids & Solicitations link. Addenda shall become part of the Bid Documents and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound be all Addenda.

ARTICLE 6 – CONTRACT TIME

The number of days within which the work is to be substantially completed is set forth in the Contract Agreement.

ARTICLE 7 – LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, for failure to successfully execute the work within the contract time are set forth in the Contract Agreement.

ARTICLE 8 – CHANGE ORDERS

Change orders needed for addition, deletion, or revision of work or an adjustment in the contract price or contract times shall be made in accordance with ALDOT Standard Specifications, Section 104.03 Extra Work.

ARTICLE 9 – PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at the time and location stated in the Invitation to Bid. Prospective bidders are strongly encouraged to attend. Representatives of the City and Engineer will be present to discuss the project and receive questions. The City and Engineer will transmit to all prospective bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements or instructions may not be relied upon and will not be binding or legally effective. Any Addenda transmitted to prospective bidders of record will also be posted on the City's website at <https://cityoffoley.org/finance/> under the under Purchasing/Bids/Surplus and the Bids & Solicitations link.

ARTICLE 10 – PREPARATION OF BID

The bid must be submitted using the Bid Forms included in the Bid Documents. The bidder shall specify all unit prices. All information required by the Bid Documents must be given to constitute a complete bid.

All words and figures must be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the Bid Forms is to be altered, it should be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink or typed. All bids shall remain valid for ninety (90) days after bid opening.

The bidder's proposal must be signed with ink by as follows:

- i. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- ii. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- iii. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The address of the joint venture shall be shown.
- iv. A Bid by an individual shall show the Bidder's name and official address.

The Bid shall contain acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

ARTICLE 11 – BASIS OF BID

Bidders shall submit a Bid on a unit price basis for each item of work listed on the Bid Forms.

ARTICLE 12 – TAXES

Materials incorporated into the project are exempt from sales and use tax pursuant to Section 40-9-14.1, Code of Alabama, 1975 as amended. The estimated sales and use tax savings must be accounted for on Form C-3A provided with the bid proposal forms. Failure to provide the estimated sales and use tax savings may render the bid non-responsive.

The awarded Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible property as part of the project shall also be responsible for obtaining a certificate of exemption.

ARTICLE 13 – BID GUARANTEE

All Bids in excess of One-Hundred Thousand Dollars (\$100,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. No Bid will be considered unless accompanied by a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the Bid, execute such contractual instruments as may be required within the time specified.

All sureties shall be made payable to the "City of Foley, Alabama" and shall remain valid for ninety (90) days after bid opening. If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the City;

- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of Alabama; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

All bid guarantees, except those of the three lowest bidders, will be returned following the opening and checking of the proposals. The bid guarantees of the three lowest bidders will be returned after the contract has been awarded.

ARTICLE 14 – DELIVERY AND SUBMISSION OF BID

Bids must be submitted on Bid Forms furnished by the City of Foley or copies thereof. Sealed bids must be mailed or delivered to the City of Foley prior to the public opening. All sealed bids must be clearly and legibly marked “SEALED BID”, the bidder’s name, the name of the bid, and the opening date and time. Contact Rachel Keith at (251) 970-2418 or rkeith@cityoffoley.org with any questions.

Sealed bids may be mailed to the following address:
City of Foley, ATTN: Purchasing Agent, PO Box 458, Foley, Alabama 36561

Or hand delivered to:
City of Foley, ATTN: Purchasing Agent, 407 E Laurel Ave, Foley, Alabama 36561

All bids received after the time stated in the Invitation to Bid will not be accepted and will be returned to the Bidder unopened. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having bids delivered on time at the place specified. The Bidder assumes risk of delay in the mail.

The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials or equipment required, and as a representation that the Bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

A Bid may be withdrawn by an appropriate document duly executed and delivered in the same manner used to submit a Bid, at any time prior to the scheduled bid opening time. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wished to modify its Bid prior to the bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the scheduled bid opening time.

No Bidder may withdraw his/her Bid for a period of thirty (30) days after the bid opening.

ARTICLE 16 – OPENING OF BIDS

Bids will be opened at the time and place indicated in the Invitation to Bid and at that time publicly opened and read aloud.

ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT

The City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City will reject the Bid of any Bidder that the City finds, after reasonable inquiry and evaluation, to not be responsible.

Proposals will be considered nonconforming and may be rejected in the City's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the City, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning; or
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

In evaluating Bids, the City will consider whether or not the Bids comply with the prescribed requirements and other data requested in the Bid Documents or prior to the Notice of Award. In evaluating whether a Bidder is responsible, the City will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors proposed for those portions of the work for which the identity of subcontractors must be submitted as provided in the Bid Documents. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractor.

Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Unqualified to complete the work as demonstrated by previous project experience and reference checks;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts;
- Failure to be licensed by the State of Alabama;
- Such disqualification would be in the best interests of the City.

After the Bids opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the Bid Documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award shall not be considered official until such time that an award letter has been issued by the City of Foley. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Determination of the lowest Bidder will be based on the Base Bid, or the Base Bid with any combination of Alternates the City deems to be in its best interest, for the work described on the Bid Forms.

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the City.

ARTICLE 18 – BONDS AND INSURANCE

Bonding Requirements

At the time of the execution of the contract, the successful bidder shall furnish the following bonds:

Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price to secure fulfillment of all the contractor's obligations under this contract.

Labor and Materials Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Each bond shall be:

- 1) in a form satisfactory to the City;
- 2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of Alabama; and
- 3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid.

All premiums for the contract bonds are to be paid by the contractor.

Insurance Requirements

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000 Per occurrence and general aggregate

Automobile and Truck Liability:

Bodily injury or Property Damage - \$1,000,000 Per occurrence and general aggregate

Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Alabama.

Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

Product and completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Foley, Alabama as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Foley's general supervision of the contractor.
- 3) City of Foley shall be listed as a Certificate Holder. The City shall be identified as follows:
City of Foley
Attn: Purchasing Agent
P.O. BOX 1750
Foley, AL 36536

ARTICLE 19 – FAMILIARITY WITH LAWS

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local bylaws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the City in writing.

ARTICLE 20 – EXECUTION OF CONTRACT

When the City issues a Notice of Award to the successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with other contract documents as identified in the Agreement and Notice of Award. Within 15 days thereafter, the successful Bidder shall execute and deliver the required number of contract documents. No contract shall be considered in effect until it has been fully executed by all parties.

Failure to execute the Agreement and furnish required contract documents after Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the bid guarantee which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the City may determine at its sole discretion.

ARTICLE 21 – BUSINESS LICENSE

The successful bidder will be required to obtain a City of Foley Business License in order to operate within the Corporate Limits.

SECTION III BID FORM

EVENT CENTER RESURFACING

To the City of Foley, Alabama, herein called the City, the Bidder declares as follows:

- 1) All interested in the Bid as Principals are named herein;
- 2) This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
- 3) No officer, agent or employee of the City is directly or indirectly interested in this Bid;
- 4) The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- 5) The bidder understands that if the Bid is accepted the bidder will contract with the City, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices;
- 6) This bid will remain valid for ninety (90) days after bid opening;
- 7) It is the intention of this contract that the items listed below describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item;
- 8) Contractor agrees to complete all work within the contract time set forth in the Agreement.
- 9) Proof of E-Verify documentation in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program should be submitted with this bid.

**PROJECT No. 400-5041-5197 Event Center Resurfacing
 BID FORM**

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID	
BASE BID							
1	206E-060	REMOVING TREE (LESS THAN 8 INCH)	1	EACH	\$	\$	
2	210A-000	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	520	CUBIC YARD	\$	\$	
3	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	420	CUBIC YARD	\$	\$	
4	301A-008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 5" COMPACTED THICKNESS	385	SQUARE YARD	\$	\$	
5	401A-000	BITUMINOUS TREATMENT A	385	SQUARE YARD	\$	\$	
6	405A-000	TACK COAT	1240	GALLON	\$	\$	
7	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	50	SQUARE YARD	\$	\$	
8	424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	955	TON	\$	\$	
9	600A-000	MOBILIZATION	1	LUMP SUM	\$	\$	
10	650A-000	TOPSOIL	50	CUBIC YARD	\$	\$	
11	654A-001	SOLID SODDING (BERMUDA)	435	SQUARE YARD	\$	\$	
12	665J-002	SILT FENCE	150	LINEAR FOOT	\$	\$	
13	665O-001	SILT FENCE REMOVAL	150	LINEAR FOOT	\$	\$	
14	680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	\$	\$	
15	701G-014	SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE (4" WIDE)	5900	LINEAR FOOT	\$	\$	
16	703A-001	TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE B (BLUE ADA HATCH)	200	SQUARE FOOT	\$	\$	
17	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (STOP BAR)	50	SQUARE FOOT	\$	\$	
18	703B-000	TRAFFIC CONTROL LEGENDS, CLASS 1, TYPE A (HANDICAP SYMBOLS 2.36SF)	22	SQUARE FOOT	\$	\$	
19	710A-165	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	13	SQUARE FOOT	\$	\$	
20	710B-001	ROADWAY SIGN POST (#3 "U" CHANNEL, GALVANIZED STEEL)	96	LINEAR FOOT	\$	\$	
21	710C-001	REMOVAL OF EXISTING ROADWAY SIGNS	6	EACH	\$	\$	
22	740F-002	BARRICADES TYPE III	4	EACH	\$	\$	
23	999A-001	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00	
24	TOTAL BID AMOUNT, BASE BID (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 23)					\$	

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID	
CUMULATIVE ALTERNATE							
25	206E-060	REMOVING TREE (LESS THAN 8 INCH)	1	EACH	\$	\$	
26	210A-000	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	555	CUBIC YARD	\$	\$	
27	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	445	CUBIC YARD	\$	\$	
28	301A-008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 5" COMPACTED THICKNESS	410	SQUARE YARD	\$	\$	
29	401A-000	BITUMINOUS TREATMENT A	410	SQUARE YARD	\$	\$	
30	405A-000	TACK COAT	1250	GALLON	\$	\$	
31	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	50	SQUARE YARD	\$	\$	
32	424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	965	TON	\$	\$	
33	600A-001	MOBILIZATION	1	LUMP SUM	\$	\$	
34	650A-000	TOPSOIL	45	CUBIC YARD	\$	\$	
35	654A-001	SOLID SODDING (BERMUDA)	385	SQUARE YARD	\$	\$	
36	665J-002	SILT FENCE	120	LINEAR FOOT	\$	\$	
37	665O-001	SILT FENCE REMOVAL	120	LINEAR FOOT	\$	\$	
38	680A-002	GEOMETRIC CONTROLS	1	LUMP SUM	\$	\$	
39	701G-014	SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE (4" WIDE)	5700	LINEAR FOOT	\$	\$	
40	703A-001	TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE B (BLUE ADA HATCH)	206	SQUARE FOOT	\$	\$	
41	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (STOP BAR)	50	SQUARE FOOT	\$	\$	
42	703B-000	TRAFFIC CONTROL LEGENDS, CLASS 1, TYPE A (HANDICAP SYMBOLS 2.36SF)	22	SQUARE FOOT	\$	\$	
43	710A-165	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	13	SQUARE FOOT	\$	\$	
44	710B-001	ROADWAY SIGN POST (#3 "U" CHANNEL, GALVANIZED STEEL)	96	LINEAR FOOT	\$	\$	
45	710C-001	REMOVAL OF EXISTING ROADWAY SIGNS	6	EACH	\$	\$	
46	740F-002	BARRICADES TYPE III	4	EACH	\$	\$	
47	TOTAL BID AMOUNT, CUMULATIVE ALTERNATE (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 25 THROUGH 46)					\$	
48	TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATE (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 24 AND 47)					\$	

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none".

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project and proposes to furnish all materials and perform all labor, as specified, to complete the project.

_____	_____
Company Name	Company Representative
_____	_____
Street Address	Title
_____	_____
City, State, Zip	Phone
_____	_____
Federal Employer Id No. (if no FEIN, enter SSN)	Email
_____	_____
Alabama Contractors License No.	DUNS No.

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Foley. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. By signing this contract, the company represents and agrees that is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF	_____	_____
_____ , 20_____	Company Name	Authorized Signature (INK)
_____	_____	_____
Notary Public	Mail Address	Printed/Typed Authorized Name
_____	_____	_____
Commission Expires	City, State, Zip	Title
_____	_____	_____
_____	Phone Including Area Code	Fax Number

SECTION IV CONTRACT AGREEMENT

THIS AGREEMENT by and between the City of Foley, Alabama (hereinafter called the City) and _____ (hereinafter called the Contractor).

WITNESSETH THAT:

The City and Contractor hereby agree as follows:

ARTICLE 1 – WORK

The Contractor shall perform all of the work in a satisfactory manner in accordance with the plans, specifications and contract documents attached hereto for the Project.

All work shall be accomplished with quality in a manner which will maintain safety to life and property and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the Executive Director of Leisure Services or his designee as Owner's representatives before payment shall be made.

ARTICLE 2 – PROJECT

The project consists of a base bid and additive alternate to resurface and expand two existing parking lots at the Foley Event Center. The Contractor shall provide all labor, machinery and materials as per specifications to complete all work as outlined in the bid documents.

ARTICLE 3 – ENGINEER

The City has retained **Thompson Engineering, Inc.** to provide design and construction engineering services for the Project.

ARTICLE 4 – CONTRACT TIME

Work will begin in accordance with the Notice to Proceed with work completed within **SIXTY (60) WORKING DAYS** once commenced.

It is mutually agreed between the City and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.

ARTICLE 5 – CONTRACT PRICE

The City shall pay Contractor for satisfactory completion of the work in accordance with the Contract Documents, subject to additions and deductions provided for in the Contract Documents.

Contract Amount: \$ _____

ARTICLE 6 – PAYMENTS

City shall make partial payments to the Contractor in accordance ALDOT Standard Specifications, Section 109, and Supplemental Specification 109-22, less any retainage or assessed liquidated damages.

In making partial payments, there will be **Retainage** made in accordance with Supplemental Specification No. 109-22. The Retainage shall be held until completion of all work, final acceptance and final estimate paid, as described in the Contract Documents.

In event the Contractor fails to successfully execute the work within the contract time, the City shall assess the Contractor **Liquidated Damages** in accordance ALDOT Standard Specifications, Section 108, and Supplemental Specification 108-22.

Upon final acceptance of the work and settlement of all claims, City shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE 7 – WARRANTY

The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

ARTICLE 8 – CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between City and Contractor are attached hereto and made a part hereof and consist of the following:

1. This Agreement
2. Instructions to Bidders & General Conditions
3. Bid Form (incl. Addenda, if any)
4. Bonds
 - a. Bid Guarantee
 - b. Performance Bond
 - c. Labor and Materials Payment Bond
5. Notice of Award
6. Notice to Proceed
7. Contractor's Release
8. Plan Drawings
9. Specifications as listed in General Conditions
10. Supplemental Specifications
11. Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE 9 – E-VERIFY

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.

The Contractor must provide proof of enrollment with E-Verify in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program before entering into a contract with the City.

ARTICLE 10 – INSURANCE

The Contractor shall secure and maintain, until final acceptance of the work, insurance with limits not less than those specified in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

1. Neither City nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of City.
2. City and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
3. The Contract Documents constitute the entire Agreement between City and Contractor and may only be altered amended or repealed by a duly executed written instrument.
4. The laws of the State of Alabama shall govern this Contract without reference to the conflict of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 20____.

(Corporate Seal)

_____ (Contractor)

By: _____

Its: _____

Attest: _____

Its: _____

(Seal)

City of Foley, Alabama (City)

By: _____
Ralph Hellmich, Mayor

Attest: _____
Kathryn Taylor, City Clerk

SECTION V
SUPPLEMENTAL SPECIFICATIONS

(REVISED 06/18/2024)

Supplemental Specification No. 101-22

SUBJECT: Definition of Terms

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Amend the following terms to read as shown:

Area: City of Foley

Department: Foley Sports Tourism of the City of Foley.

Director: The Executive Director of Leisure Services for Foley Sports Tourism.

Engineer: The Executive Director of Leisure Services; acting directly or through the Project Engineer as his representative who is responsible for engineering supervision of the construction.

Region: Foley Sports Tourism of the City of Foley.

Region Engineer: The Executive Director of Leisure Services for Foley Sports Tourism.

Retainage: The Department will withhold retainage. Retainage is the money belonging to the Contractor which was held by the Department conditioned on final completion and acceptance of all work in connection with a project or projects by the Contractor.

State: City of Foley, the party of the first part to the Contract, acting by and through the Community Development Director.

Supplemental Specification No. 102-22

SUBJECT: Proposal Requirements and Conditions

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.06 Preparation of Proposal.

(a) Proposal Form.

Delete this subarticle and replace with the following:

The bidder's proposal must be submitted on the complete original proposal form provided by the City.

(b) Details.

Delete this subarticle and replace with the following:

On the "BID FORM" included in the proposal form the bidder shall enter in figures 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. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. 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 "0.00" in the unit price column (if applicable) and "0.00" in the 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.

If the BID FORM lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the CITY. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for an selected Cumulative Alternates.

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.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the CITY will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a total allowable amount for the bid. The bidder shall enter an amount for the bid that is equal to the allowable amount. If the bid entered is greater than or less than the allowable amount, the CITY will adjust the bid price to the allowable amount for that item and recalculate the total bid amount.

(c) Signing.

Delete the subarticle as written and replace with the following:

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 business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business 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) Computer Bidding.

Delete this subarticle

102.07 Irregular Proposals.

(a) General.

Delete this subarticle and replace with the following:

Proposals will be considered irregular and may 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), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the City.

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. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

Delete this article

102.10 Delivery of Proposals.

Delete this article and replace with the following:

Each proposal for each contract shall be placed, together with the proposal guarantee, in a sealed envelope on the outside of which is written in large letters "SEALED BID", and so marked as to indicate the bidder's name, the name of the bid, and the opening day and time. Proposals will be received by the City at the location stated in the Invitation to Bid, until the hour and date set therein for the opening of bids. 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 unopened.

102.11 Withdrawal or Revision of Proposals.

Delete this article and replace with the following:

A bidder may withdraw or revise a proposal after it has been deposited with the City, provided the request for such is received by the City in writing before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guarantee only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

Delete this article

Supplemental Specification No. 105-22

SUBJECT: Control of Work

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 105 CONTROL OF WORK

105.13 Maintenance of the Work.

(a) General.

Add the following to the end of the first sentence in the first paragraph:

and shall maintain it in that condition for thirty (30) days after the final construction inspection.

Supplemental Specification No. 107-22

SUBJECT: Legal Relations and Responsibility to Public

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.17 Contractor's Responsibility for Work.

Add the following to the end of the first paragraph:

This does not include theft. The Contractor is responsible for protecting their work from theft and will be responsible for repairing any damages caused by theft.

Supplemental Specification No. 108-22

SUBJECT: Prosecution and Progress

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(b) Soil Erosion and Stormwater Management.

3. Contractor’s Stormwater Management Plan.

Delete this subarticle.

4. Fuel Tanks.

Delete this subarticle.

108.11 Schedule of Liquidated Damages.

Delete this article and replace with the following:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 500,000	\$ 850	\$ 1700
500,000	1,000,000	1200	2400
1,000,000	2,000,000	1500	3000
2,000,000	10,000,000	2050	4100
10,000,000	-----	3100	6200

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.

Supplemental Specification No. 109-22

SUBJECT: Measurement and Payment

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 109 MEASUREMENT AND PAYMENT

109.07 Partial Payment.

Add the following to the end of this article:

In making partial payments, there shall be retained five (5) percent of the estimated amount of the work done and the value of materials stored on the site, and after fifty (50) percent completion (original contract plus supplemental agreements) has been accomplished, no further retainage will be withheld. The retainage above set out, shall be held until completion of all work, final acceptance by the Department as noted in Subarticle 105.15(c) and the final estimate paid.

109.08 Payment to Subcontractors.

Delete this article.

109.12 Final Payment.

Add the following to this article:

(e) Semifinal Payment.

Wherever final payment is delayed or it appears that it may be delayed, due to conditions over which the Contractor has no control, a semifinal estimate may be prepared to make payment of that portion of the retainage that may be deemed appropriate by the Engineer in accordance with the following conditions:

1. No payment will be made until the Contractor has made application for such payment and has notified the Engineer of a waiver of all claims, except those previously filed prior to the date of such application and claims for adjustment to final quantities of Contract Items.
2. No payment will be made until proper notification of consent to release retainage has been received from the Contractor's Surety.
3. A non-resident contractor must provide a certified "statement of good standing" from the State Department of Revenue and appropriate County and/or City authority. This statement shall certify that the non-resident contractor has paid all taxes due and payable to the State of Alabama or any political subdivision thereof.
4. Retainage will not be released below \$5000 or 0.5% of the contract amount, whichever is the higher amount, without written approval of the Engineer. On projects with large outstanding claims by the Contractor against the City, the Engineer reserves the right at his sole discretion to increase

the above amount of retainage retained or to deny the release of any retainage pending final settlement.

5. The semifinal estimate retainage shall, in addition to that noted in Item 4 above, reflect liquidated damages that may be unresolved at the time of execution.
6. No payment will be made until the Contractor submits the affidavit required in Subarticle 109.12(c) above.

Supplemental Specification No. 110-22

SUBJECT: Claims

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 110 CLAIMS

Delete the article as written and add the article listed below:

110.01 General.

When filing a claim, the Contractor shall follow the procedures set forth in this Section.

110.02 Notice of Intent.

In any case where the Contractor deems that extra compensation is due him for additional cost not clearly covered in his contract and not ordered by the Project Engineer as extra work as defined herein, the Contractor shall notify the Project Engineer in writing signed by an Officer of the Company, with a copy to the Director, of his intention to make claim for such extra compensation.

The written notice of intent shall be furnished to the Project Engineer prior to the time the contested work is started. Oral notification by the Contractor and confirmed in writing by the Contractor within three calendar days, will be accepted as complying with this requirement.

The written notice of intent shall set forth the reasons the Contractor believes additional compensation will be due, the nature of cost involved and insofar as possible the total amount of the claim.

The Contractor hereby agrees to waive any claim for additional compensation if notification, as provided in the foregoing, is not furnished or the Project Engineer is not provided facilities by the Contractor for keeping account of actual costs.

Such notice by the Contractor, and the fact that the Project Engineer has kept account of the cost as aforesaid, is not evidence of the validity of the claim. A separate determination of the validity of the claim will be made by the City.

110.03 Record Keeping.

After giving the Project Engineer and the Director a notice of intent to file a claim, the Contractor shall keep daily records of all costs incurred for affected operations. These daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project's schedule. The Project Engineer will also keep records of all labor, material, and equipment applicable to affected operations. On Monday, or the first work day, of each week following the date of the notice of intent to file a claim, the Contractor shall provide Project Engineer with the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Project Engineer, the Project Engineer will meet with the Contractor and present its records to the Contractor at the meeting. The Contractor shall notify the Project Engineer in writing within three work days of any inaccuracies noted in, or disagreements with, the Project Engineer's records. The Project Engineer will review the matter, correct any inaccuracies he finds in his records, and notify the Contractor in writing of his decision.

Refusal or failure by the Contractor to attend the aforementioned meetings and present his records shall constitute a waiver by the Contractor of his claim.

To protect the integrity of the independent records maintained by the Project Engineer for comparison with those submitted by the contractor, the Project Engineer's records, other than those mentioned above, will not be made available to the Contractor until after the Project Engineer's receipt of the Contractor's complete records documenting the claim. The Project Engineer will retain possession of the records and provide copying facilities with the contractor reimbursing the Project Engineer for the expense of the copying. No amendment to the claim shall be made following receipt of the Project Engineer's records.

110.04 Claims Process.

(a) General.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the Project Engineer. Once the claim is received, a joint review of the claim will be made by the Directoring Department and a written response to the Contractor will be made within 90 calendar days. If the Contractor does not agree with this decision, he may request to make a presentation to the Claims Committee. This written request submitted and signed by an Officer of the Company, along with six additional copies of the original claim, shall be made to the Project Engineer, by certified mail, within 30 calendar days from the date of the City's response. Failure to make the request within the required time period shall constitute waiver of the claim by the Contractor.

110.05 Claim Compensation.

(a) General.

1. Compensable Items.

The liability of the City for claims will be limited to the following specifically identified compensable items:

- a. Additional job site labor expenses
- b. Additional costs for materials
- c. Additional job-site overhead
- d. An additional 10 percent of the total of Subitems a, b, and c above for home office overhead and profit
- e. Equipment costs, which shall be determined in accordance with the requirements of Item 109.04(b)4
- f. Bond costs
- g. Subcontractor costs as determined by, and limited to, those items identified as payable under Subitems a, b, c, d, e, and f above
- h. Administrative allowance, to the Prime Contractor, equal to three percent of the first \$20,000 and one percent of all over \$20,000 of the total amount for processing a claim on behalf of a subcontractor
- i. Gross receipts tax
- j. Interest that accrues after 30 calendar days from the date of the Mayor's signature on the supplemental agreement that approves payment for a claim

2. Non-Compensable Items.

The City will have no liability for the following specifically identified non- compensable items:

- a. Profit, in excess of that provided herein
- b. Loss of anticipated profit
- c. Labor and equipment inefficiencies
- d. Home office overhead in excess of that provided herein
- e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- f. Indirect costs or expenses of any nature
- g. Attorney fees, claims preparation expenses or costs of litigation
- h. Interest prior to the final resolution of the claim as defined in Subitem 110.05(a)1.j. above

(b) Claims For Delay.

The City will have no liability for damages due to delay, beyond those items that are specially identified as compensable under Subarticle 110.05(a) above. Equipment costs, for equipment involved in a delay claim, shall be determined in accordance with the requirements for Standby Rates as provided in Item 109.04(b)4.

The City will be liable only for those delay damages caused by or arising from acts or omissions on the part of the City, which violate legal or contractual duties owed to the Contractor by the City. Such delays may constitute a basis for a claim for delay damages and/or a request for a time extension. The Contractor assumes the risk of damages from all other causes of delay.

(c) Claims for Acceleration.

The City will have no liability for any constructive acceleration unless the City gives express written direction for the Contractor to accelerate his effort beyond that required by the original contract. Any acceleration related costs will be handled as extra work as provided in Article 104.03.

110.06 Required Claim Documentation.

All claims shall be submitted in writing signed by an Officer of the Company, and shall be sufficient in detail to enable the Project Engineer and the Director to ascertain the basis and the amount of each claim. All information submitted to the City under this Article will be used solely for analyzing and/or resolving the claim. As a minimum, the following information shall be provided for all claims:

- (a) A copy of the "Written Notice of Potential Claim" filed for the specific claim by the Contractor.
- (b) The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
- (c) A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.
- (d) The specific provisions of the Contract that support the claim, and a statement of the reasons why such provisions support the claim.
- (e) The amount of additional compensation sought and a breakdown of the amount into the categories specified as payable under Article 110.05, Claim Compensation.
- (f) The name, function, and activity of each City official, or employee, involved in, or knowledgeable about facts that give rise to such claim.
- (g) The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that give rise to such claim.

- (h) The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
- (i) If an extension of time is also sought, the specific days for which it is sought and the basis or such request.

For delay claims, in addition to the above, a description of the operations that were delayed, the reasons for the delay and how they were delayed will be required.

110.07 Auditing of Claims.

All claims filed against the City shall be subject to audit by a Certified Public Accounting Firm employed by the City at any time following the filing of such claim. The audit may begin upon ten days notice to the Contractor, Subcontractor, or Supplier. The Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the City's auditor to verify the claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery there under.

Without limiting the generality of the foregoing, and as a minimum, the auditors shall have available to them the following documents:

- (a) Daily time sheets and foreman's daily reports
- (b) Union agreements, if any
- (c) Insurance, welfare, and benefits records
- (d) Payroll register
- (e) Earnings records
- (f) Payroll tax returns
- (g) Material invoices, purchase orders, and all material and supply acquisition contracts
- (h) Material cost distribution worksheet
- (i) Equipment records (list of company equipment, rates, etc.)
- (j) Vendor rental agreements, and Subcontractor invoices
- (k) Omit
- (l) Canceled checks (payroll and vendors)
- (m) Job cost report
- (n) Job payroll ledger.
- (o) General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
- (p) Cash disbursements journal.
- (q) Financial statements for all years reflecting the operations on this project.
- (r) Income tax returns for all years reflecting the operations on this project.
- (s) Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
- (t) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- (u) All documents which reflect the Contractor's actual profit and overhead during the years this Project was being performed and for each of the five years prior to the commencement of this Project.
- (v) All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
- (w) All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.

- (x) Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

Supplemental Specification No. 111-22

SUBJECT: Disadvantaged Business Enterprise (DBE)

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 111
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Delete this article.

Supplemental Specification No. 210-22

SUBJECT: Excavation and Embankment

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 210 EXCAVATION AND EMBANKMENT

210.09 Method of Measurement.

(a) General.

Delete the first two (2) paragraphs and replace with the following:

Measurement for Unclassified Excavation, Channel Excavation and Muck Excavation will be either by the ton or by the cubic yard, loose volume of the material in the hauling vehicle at the point of use as specified by the unit measure of the pay item.

Measurement for Borrow Excavation, Borrow Excavation (Underwater Backfill) or Borrow Excavation (Underwater Embankment) will be either by the ton or by the cubic yard, loose volume of the material in the hauling vehicle at the point of use as specified by the unit measure of the pay item.

Supplemental Specification No. 710-22

SUBJECT: Roadway Signs

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

SECTION 710 ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

Replace the table “Classes and Descriptions of Signs” with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Non-reflectorized Background with Type IV Reflectorized Demountable Copy
Class 1A	Non-reflectorized Background with Non-Reflectorized Demountable Copy
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Demountable or Cut-Out Copy
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Demountable or Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Non-reflectorized Background with Screen Copy
Class 4	Type IV Reflectorized Background with Screen Copy
Class 5	Type IV Reflectorized Sheeting Background with Screen Copy
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Demountable or Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Type IV Reflectorized Sheeting Background with Screen Copy
Class 8	Type IV Reflectorized Sheeting Background with Screen Copy
Class 9	Type XI Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Demountable or Cut-Out Copy
Class 10	Type XI Reflectorized Sheeting Background with Screen Copy

Supplemental Specification No. 999-22

SUBJECT: Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, is hereby amended as follows:

Add the following:

SECTION 999

WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES

TO BE DETERMINED BY ENGINEER

999.01 Description.

This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

999.02 Materials.

All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Engineer or the City of Orange Beach.

999.03 Construction Requirements.

(a) Equipment.

The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

999.04 Method of Measurement.

All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Engineer or the City of Orange Beach.

999.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sum value of pay item (in dollars)}} = \text{Amount payable (in percent)}$$

(b) Payment will be made under Item No.:

999-A Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer -
per lump sum

**SECTION VI
BID BOND
(SAMPLE)**

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor/Principal)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto the **City of Foley**, as obligee, in the full and just sum of:

_____ Dollars (\$_____)

lawful money of the United States, for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal is herewith submitting its bid for:

EVENT CENTER RESURFACING

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 20_____.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____ (seal)
Signature

By: _____ (seal)
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Bids will not be considered unless Bid Bond is signed by Principal and Surety, or in lieu thereof, a certified check must accompany the bid.

SECTION VII
PERFORMANCE BOND
(SAMPLE)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor/Principal)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto the **City of Foley**, as obligee, in the full and just sum of:

_____ Dollars (\$_____)

lawful money of the United States, for the payment whereof the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that said Surety, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder

of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 20_____.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____(seal)
Signature

By: _____(seal)
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

SECTION VIII
LABOR AND MATERIALS PAYMENT BOND
(SAMPLE)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor/Principal)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto the **City of Foley**, as obligee, in the full and just sum of:

_____ Dollars (\$_____)

lawful money of the United States, for the payment whereof the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are such that if the Principal and all subcontractors to whom any portion of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against

the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them, but not later than one (1) year after the final settlement of said Contract falls due, in which action such claim or claims shall be adjusted and judgement rendered thereon.

- (b) The Principal and Surety hereby designate and appoint _____, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled, "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon."
- (f) The full name and residence of each individual party to the bond must be inserted in the first paragraph.
- (g) If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- (h) The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
- (i) The date of the bond must not be prior to the date of the Contract.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 20_____.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____(seal)
Signature

By: _____(seal)
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

**SECTION IX
NOTICE OF AWARD
(SAMPLE)**

DATED:

TO:

PROJECT: EVENT CENTER RESURFACING

You have been awarded a contract for EVENT CENTER RESURFACING.

Within fifteen (15) days of the date of this Notice of Award, you must deliver to the City the enclosed contract documents, fully executed, signed and witnessed, as follows:

- 2 originals Contract Agreement
- 1 original Performance Bond
- 1 original Labor and Materials Payment Bond
- 1 original Certificate of Insurance certifying compliance with all insurance requirements as specified in the General Conditions
- 1 copy Alabama General Contractors License
- 1 copy Foley Business License
- 1 copy Proof of Enrollment in E-Verify

Within ten (10) days after receipt of the above documents, the City will return to you one (1) fully signed original of the Contract.

You will be notified of the time and place for a pre-construction conference; your proposed work schedule must be delivered to the City at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle the City to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited.

CITY OF FOLEY

By: _____

**SECTION X
NOTICE TO PROCEED
(SAMPLE)**

DATED:

TO:

PROJECT: EVENT CENTER RESURFACING

You are hereby notified to commence work in accordance with the Agreement dated the ____ day of _____, 20____, on or before the ____ day of _____, 20____. You are to complete the work within ONE HUNDRED AND TWENTY (120) WORKING DAYS once commenced.

CITY OF FOLEY

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this ____ day of _____, 20____.

By: _____

**SECTION XI
WAIVER AND RELEASE OF LIEN
(SAMPLE)**

FROM:

TO: City of Foley, Alabama (Owner)

PROJECT: EVENT CENTER RESURFACING

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the City of Foley to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Foley on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the City of Foley harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the City of Foley to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Foley arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this the ____ day of _____, 20__.

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

SECTION XII
AUTHORIZATION FOR BACKGROUND CHECK

BUSINESS TRANSACTION AUTHORIZATION

I HEREBY AUTHORIZE The City of Foley (the “End User”) to obtain “consumer reports” and/or “investigative consumer reports” in connection with a business transaction that I initiated and which is stated below. To this end, I hereby authorize, without reservation, any person or entity, law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information to ESS, 2500 Southlake Park, Birmingham, AL 35244, toll free 866.859.0143, www.es2.com, or its subcontractor or another outside organization acting on behalf of ESS. The term “background information” includes, but is not limited to, employment history, reference checks, criminal and civil history information, motor vehicle records, moving violation reports, sex offender status information, credit reports, education verification, professional licensure verification, drug testing, information related to my Social Security number, and information concerning workers’ compensation claims. I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original. I acknowledge receipt of the Disclosure Of Procurement Of Investigative Consumer Report For Business Transactions.

I understand I can view ESS’s Privacy Policy on its website, www.es2.com.

Specify Nature of Business Transaction: **Foley Event Center Parking Lot Improvements**

You have the right to request from the End User a written summary of the rights of a consumer prepared pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681g(c).

Signature of Consumer

Date

CONSUMER INFORMATION: TO BE COMPLETED BY CONSUMER: PLEASE USE BLACK INK

The following is for identification purposes only to perform the background check and will not be used for any other purpose.

Print: Last Name	First Name	Middle Initial
Date of Birth	Social Security Number	Driver’s License Number
Current Address:	City	State
Previous Address (Past 7 Years):	City	State
Previous Address (Past 7 Years):	City	State
Alias Names (Other names I have been known by):		
Degree Obtained	Year Graduated	Name of School
Last Name Used at Time of Graduation		City and State of School

Searches to be Ordered

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A person has taken adverse action against you because of information in your credit report;
 - You are the victim of identity theft and place a fraud alert in your file;
 - Your file contains inaccurate information as a result of a fraud;
 - You are on public assistance;
 - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration
Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street S.W.
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United States Small Business Administration
409 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or
Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357