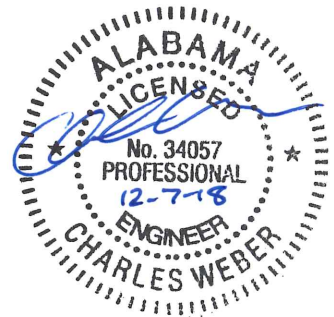


Contract Documents
&
Specifications
SR-161 Intersection Improvements
at Terry Cove Drive
For
The City of Orange Beach



December 2018



Prepared by

BKI **BURK-KLEINPETER, INC.**
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

4751 MAIN STREET
SUITE F-212
ORANGE BEACH, AL 36561
(251) 652-2410

C O N T E N T S

| | |
|------------------------------------|------|
| Invitation to Bid | I |
| Instructions to Bidders | II |
| Proposal Form | III |
| Contract Agreement | IV |
| Contractor's Affidavit | V |
| Contractor's Release | VI |
| Insurance Requirements | VII |
| General Requirements | VIII |
| E-Verify Affidavit | IX |
| Bid Bond | X |
| Bond for Performance of Work | XI |
| General Conditions | XII |
| Supplemental Specifications | XIII |

ITEM I



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the construction of **SR-161 Intersection Improvements at Terry Cove Drive** for the **City of Orange Beach, Alabama**, at **11:00 AM on Thursday, January 10, 2019**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 A.M. until 5:00 P.M., or downloaded from the City's website at www.orangebeachal.gov.

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to public opening. All sealed bids must clearly and legibly be marked "SEALED BID", the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@orangebeachal.gov with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd
Orange Beach, Alabama 36561

Bids in excess of Fifty Thousand Dollars (\$50,000) must be accompanied by a certified check or bid bond payable to the City of Orange Beach 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. The Contractor will be required to obtain a business license from the City to operate within the Corporate Limits.

All bidders must attend a mandatory pre-bid meeting on Thursday, January 3, 2019 at 10:00 A.M. at the City Hall Municipal Complex located at 4099 Orange Beach Blvd, Orange Beach, Alabama.

Work may begin in accordance with the Notice to Proceed with work completed within **THIRTY (30) WORKING DAYS** once commenced. Liquidated damages shall be assessed as per ALDOT standard specifications, section 108.

All Bidders bidding in amounts exceeding \$50,000 must be licensed under the provision of Title 34, Chapter 8, Code of Alabama, 1975. Unless otherwise specified, a bidder must submit evidence that

he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "Bidder's List" in effect at the time of the pre-bid meeting. Any contractor that desires to bid as a prime contractor must have the following major classification of license per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code:

a.) Highways and Streets

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.

Prior to the award of a competitively bid contract to a contractor having one or more employees in the State of Alabama, Alabama law requires that the contractor provide the City proof of enrollment in E-Verify (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 Orange Beach is not guaranteed.

The lowest responsive, responsible bid will be accepted with key considerations based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any or all bids, to waive any irregularity in the bids received, to re-bid, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted.

THE CITY OF ORANGE BEACH, ALABAMA

City of
Orange Beach
A L A B A M A
Life is better here

INVITATION TO BID

INVITATION TO BID DATE: **December 16, 2018**
FOR: **SR-161 Intersection Improvements at Terry Cove Drive**
PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**
BIDS MUST BE RECEIVED BEFORE: **January 10, 2019 @ 11:00 A.M. (Central)**
BIDS WILL BE PUBLICLY OPENED: **January 10, 2019 @ 11:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened 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. 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 Orange Beach reserves the right to accept or reject all bids or any portion thereof.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. Prices valid for acceptance within _____ days.
2. Vendor's quotation number if any: _____
3. Federal Employer ID NO. (if no FEIN, Enter SSN:) _____.
4. The number of pages comprising this bid is _____.
5. Contact Kit Alexander at 251-981-2616/kalexander@orangebeachal.gov or Tim Tucker at 251-747-1599/ttucker@orangebeachal.gov on questions concerning technical specifications.
6. Contact Renee Eberly at 251-981-6806/reberly@orangebeachal.gov on questions concerning general bid procedures.

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 Orange Beach. 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 competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it 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
_____, 2019.

Notary Public

Commission Expires

Company Name

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (INK)

Printed/Typed Authorized Name

Title

Fax Number

ITEM II

INSTRUCTION TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

Special Notice to Bidders and Addenda

All bidders must attend a **mandatory pre-bid meeting on Thursday, January 3, 2019 at 10:00 A.M.** at the City Hall Municipal Complex located at 4099 Orange Beach Blvd, Orange Beach, Alabama.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Orange Beach website at <http://www.orangebeachal.gov/departments/purchasing/about> under the tab Bids. Addenda and updates may not be sent directly to contractors. Contractors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, specifications, special provisions and contract forms 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 contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

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 engineer in writing.

If one acre or more of land is disturbed during the process, including equipment storage and material storage, a construction storm water permit along with a construction storm water best management practices plan (erosion and sediment control plan) is required. See the following website for additional information:

<http://adem.alabama.gov/programs/water/constructionstormwater.cnt>

The permit can be obtained by filing the application electronically which is the preferred method. There is a permit fee regardless of the application method and cost to secure permit shall be borne by the contractor. See <https://app.adem.alabama.gov/eNOI/>

If you don't file electronically see form 024 Notice of Intent - General Permit ALR100000 <http://adem.alabama.gov/DeptForms/default.cnt>, form 023 for inspections, and form 021 to terminate the permit once the site is stabilized.

Preparation of Proposal

The bidder shall submit its proposal upon the forms furnished by the City. The bidder shall specify all unit prices. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

The bidder's proposal must be signed with ink by the individual, by a general partner of a partnership, by a member or officer of the firm representing a joint venture, by an officer of a corporation, by a manager of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the City.

Nonconforming Proposals

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.

Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the Invitation to Bid. All sureties shall be made payable to the "City of Orange Beach, Alabama". 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.

Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

Withdrawal of Proposals

No bidder will be permitted to withdraw his or her proposal unopened after it has been submitted.

Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

Disqualification of Bidders

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.

AWARD AND EXECUTION OF CONTRACT

Consideration of Proposals

All bidders shall sign the contract form to be considered responsive. After the proposals are 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.

The City reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the City, the best interest of the City of Orange Beach will be promoted thereby.

Award of Contract

Within 30 calendar days after the opening of proposals, 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 a Purchase Order, fully executed contract or an award letter has been issued by the City of Orange Beach. 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.

Cancellation of Award

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.

Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

Contract Bonds

Performance Bond

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

Labor & Materials Bond

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

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.

Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered in effect until it has been fully executed by all parties.

Failure to Execute Contract

Failure to execute the contract and file an acceptable bond within 5 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal 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.

ITEM III

PROPOSAL FORM

SR-161 Intersection Improvements at Terry Cove Drive

To the City of Orange Beach, 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 site 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. It is the intention of this contract that the items listed above 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; and
7. Contractor agrees to complete all work within thirty (30) working days.

SR-161 INTERSECTION IMPROVEMENTS AT TERRY COVE DRIVE

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, Current, Non-metric Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | UNIT QUANTITY | UNIT COST | EXTENDED TOTAL |
|--------------------|--|-------------|----------------------|------------------|-----------------------|
| 201A-002 | CLEARING AND GRUBBING (APPROX. 0.10 ACRES) | LS | 1.0 | | |
| 206C-000 | REMOVING CONCRETE SIDEWALK | SY | 66.0 | | |
| 206D-000 | REMOVING PIPE | LF | 26.0 | | |
| 206E-000 | REMOVING HEADWALLS | EA | 2.0 | | |
| 210A-000 | UNCLASSIFIED EXCAVATION | CY | 28.0 | | |
| 210D-020 | BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER) | CY (TBM) | 22.0 | | |
| 212A-000 | MACHINE GRADING SHOULDERS | STA | 2.0 | | |
| 230A-000 | ROADBED PROCESSING | STA | 2.0 | | |
| 301A-012 | CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS | SY | 111.0 | | |
| 401A-000 | BITUMINOUS TREATMENT A | SY | 111.0 | | |
| 405A-000 | TACK COAT | GAL | 105.0 | | |
| 408A-052 | PLANING EXISTING PAVEMENT 1.2 INCHES (APPROX. 1.10" THRU 2.0" THICK) | SY | 648.0 | | |
| 424A-340 | SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (140 LBS/SY) | TON | 81.0 | | |
| 424B-646 | SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (195 LBS/SY) | TON | 11.0 | | |
| 535B-088 | 22" SPAN, 14" RISE SIDE DRAIN PIPE (CLASS 3 R.C.) | LF | 28.0 | | |
| 600A-000 | MOBILIZATION | LS | 1.0 | | |
| 614A-000 | SLOPE PAVING | CY | 10.0 | | |

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | UNIT QUANTITY | UNIT COST | EXTENDED TOTAL |
|-------------|---|------|---------------|-----------|----------------|
| 618A-001 | CONCRETE SIDEWALK, 6" THICK | SY | 70.0 | | |
| 618E-000 | REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS | EA | 4.0 | | |
| 619B-116 | 22" SPAN, 14" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1 | EA | 2.0 | | |
| 623B-000 | CONCRETE CURB, TYPE N | LF | 85.0 | | |
| 623B-001 | CONCRETE CURB, TYPE N SPECIAL | LF | 29.0 | | |
| 650A-000 | TOPSOIL | CY | 15.0 | | |
| 654A-001 | SOLID SODDING (BERMUDA) | SY | 300.0 | | |
| 665J-002 | SILT FENCE | LF | 40.0 | | |
| 665O-001 | SILT FENCE REMOVAL | LF | 40.0 | | |
| 665Q-002 | WATTLE | LF | 40.0 | | |
| 674A-000 | CONSTRUCTION SAFETY FENCE | LF | 150.0 | | |
| 680A-001 | GEOMETRIC CONTROLS | LS | 1.0 | | |
| 701A-227 | SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) | LF | 432.0 | | |
| 701A-230 | SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) | LF | 300.0 | | |
| 701B-207 | DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) | LF | 100.0 | | |
| 701C-001 | SOLID TEMPORARY TRAFFIC STRIPE | LF | 300.0 | | |
| 703A-002 | TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A | SF | 553.0 | | |
| 703B-002 | TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A | SF | 23.0 | | |
| 703C-001 | REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC) | SF | 237.0 | | |
| 703D-002 | TEMPORARY TRAFFIC CONTROL MARKINGS (PAINT) | SF | 21.0 | | |
| 705A-030 | PAVEMENT MARKERS, CLASS A-H, TYPE 2-C | EA | 40.0 | | |
| 705A-037 | PAVEMENT MARKERS, CLASS A-H, TYPE 2-D | EA | 10.0 | | |

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | UNIT QUANTITY | UNIT COST | EXTENDED TOTAL |
|-------------|--|------|---------------|-----------|----------------|
| 710A-126 | CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE IX BACKGROUND) | SF | 31.0 | | |
| 710B-021 | ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL) | LF | 84.0 | | |
| 710C-000 | REMOVAL OF EXISTING ROADWAY SIGNS | LS | 1.0 | | |
| 711A-000 | ROADWAY SIGN RELOCATION | LS | 1.0 | | |
| 730H-001 | LOOP WIRE | LF | 504.0 | | |
| 730K-000 | TRAFFIC SIGNAL JUNCTION BOX | EA | 1.0 | | |
| 740B-000 | CONSTRUCTION SIGNS | SF | 118.0 | | |
| 740D-000 | CHANNELIZING DRUMS | EA | 40.0 | | |
| 740E-000 | CONES (36 INCHES HIGH) | EA | 15.0 | | |
| 740F-002 | BARRICADES, TYPE III | EA | 2.0 | | |
| 740I-005 | WARNING LIGHTS, TYPE B (DETACHABLE HEAD) | EA | 2.0 | | |
| 740M-001 | BALLAST FOR CONE | EA | 15.0 | | |

TOTAL PRICE BID FOR PROJECT =

| |
|--|
| |
|--|

The Bidder has received and acknowledged Addenda No. _____ through _____.

Company Name _____

Representative / Title (Printed) _____

Signature _____

Phone # / Email Address _____

Days to Complete Project _____

License # & Type _____

ITEM IV

CONTRACT AGREEMENT

SR-161 Intersection Improvements at Terry Cove Drive

THIS AGREEMENT made as of the ___ day of _____ in the year 2019, by and between the City of Orange Beach, Alabama (hereinafter called the City) and _____ (hereinafter called the Contractor)

ARTICLE I - WORK - The Contractor shall perform all work as specified in the Contract Documents. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper.

ARTICLE II - ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Burk-Kleinpeter, Inc.**

ARTICLE III - CONTRACT TIME - Work will begin in accordance with the Notice to Proceed and work shall be completed within thirty (30) working days once commenced.

ARTICLE IV - CONTRACT PRICE - City shall pay Contractor for performance of the work in accordance with the Contract Documents.

Contract Amount:
\$ _____.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. 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 VI - RETAINAGE - In making partial payments, there will be retainage made in accordance with the Contract Documents. The retainage shall be held until completion of all work, final acceptance and final estimate paid, as described in the Contract Documents.

ARTICLE VII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the City shall assess the Contractor liquidated damages in the amount specified by ALDOT standard specifications, section 108, for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VIII - 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:

- 8.1 This Agreement
- 8.2 Contractor's Bid and Bonds
- 8.3 Notice of Intent to Award, Notice to Proceed
- 8.4 Instruction to Bidders
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment
- 8.6 Insurance Requirements
- 8.7 Scope of Work
- 8.8 Bid Alternates (if any)
- 8.9 Drawings
- 8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, City may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF CITY – Contractor will indemnify City and its agents against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorney’s fees) arising in any way out of the Contractor’s negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney’s fees, and will satisfy any judgment rendered against City in such action.

ARTICLE XI – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS –

- A. 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.
- B. 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.
- D. 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.
- E. 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 hereunto executed this _____ day of _____, 2019

BIDDER:

CITY OF ORANGE BEACH

By: _____

By: _____

Name: _____

Name: **Mayor Tony Kennon**

ITEM V
CONTRACTOR'S AFFIDAVIT

STATE OF:

COUNTY OF:

Before me, the undersigned, a

(Notary Public)

in and for said County and State personally appeared,

(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF ORANGE BEACH, ALABAMA

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **SR-161 Intersection Improvements at Terry Cove Drive**

(Individual, Partner, or
duly authorized representative of
Corporate Contractor)

Sworn to and subscribed
before me this ____ day
of _____ 20__

ITEM VI
CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

_____ (Contractor)
of _____,
County of _____ and State of _____

does hereby acknowledge that _____ (Contractor)
has on this day had, and received from the CITY OF ORANGE BEACH ALABAMA, final and
completed payment for the Construction of: **SR-161 Intersection Improvements at Terry Cove Drive**

NOW THEREFORE, the said _____ (Contractor)
for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does
by these presents remise, release, quit-claim and forever discharge the City of Orange Beach,
Alabama, its successors and assigns, of and from all claims and demands arising from or in
connection with the said Contract dated _____, and of
and from all, and all manners of action and actions, cause and causes of action and actions, suits,
debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications,
covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions,
claims and demand, whatsoever in law of equity, or otherwise, against the City of Orange Beach,
Alabama, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its
successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it,
its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter,
cause, or thing whatsoever; from the beginning of record time to the date of these presents.

IN WITNESS WHEREOF, Contractor:
By: _____

print name of witness: _____ Its Duly Authorized

Dated: _____

ITEM VII

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 by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

Comprehensive General Liability:

Bodily injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Automobile and Truck Liability:

Bodily Injury or Property Damage - \$2,000,000 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 Orange Beach, 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 Orange Beach's general supervision of the contractor.
- 3) City of Orange Beach shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Orange Beach
Attn: City Clerk
P.O. BOX 458
4099 Orange Beach Blvd.
Orange Beach, AL 36561

ITEM VIII

GENERAL REQUIREMENTS

SCOPE OF WORK

The successful bidder shall furnish all labor, material equipment, manpower and the like as required to construct SR-161 Intersection Improvements at Terry Cove Drive. The complete scope of work will be based on approved plans and specifications.

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Unless specifically excepted in the Bid or Technical Specifications, incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Daily clean up after job
- b. Signs
- c. Demobilization
- d. Cooperation with other contractors and utility companies.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The City reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the City shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable then at a price negotiated between the contractor and the City or at the unit bid price. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead & profit). Costs shall be substantiated by invoices and certified payroll. If the City determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The City reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary utility connections, temporary structures, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.
2. Plans and/or Shop Drawings will govern Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the Engineer and to his satisfaction. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

(c) The City reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the City, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(d) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, vegetation, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

Other than the building (demolition) permit from the City of Orange Beach, it will be the responsibility of the Contractor to obtain all permits required for this project, and for the operation of equipment in, or on, all city streets and public ways associated with this project.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of nearby Building Occupants and the public. Work Areas shall be protected by effective barricades and signage. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work due to lack of adequate controlling devices. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

MEASUREMENT AND PAYMENT

PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period. In making partial payments, there will be retainage made in accordance with the Contract Documents. The retainage shall be held until completion of all work, final acceptance and final estimate paid, as described in the Contract Documents.

FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the City or City Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the City or City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

ITEM IX

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
(affiant) who, being by me first duly sworn, doth depose and say as follows:

I _____ (name), on behalf of _____
(business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

1. That the said Business Entity does not knowingly employ, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and
2. That said business entity is enrolled in the E-Verify Program and **that documentation establishing said enrollment is attached hereto or that reason you are not enrolled is written on the bottom of this affidavit.**
3. That while performing work for or providing a product to the City of Orange Beach, that it will verify the immigration status of every employee who is required to be verified according to the applicable federal rules and regulations; and
4. That said business entity shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in E-verify before performing any contract work or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-verify.

Further affiant sayeth not.

x _____ as authorized agent for _____ (business entity)
(Signature)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of _____ (business entity) and with full authority, executed the same voluntarily for and as the act of said business entity on the day the same bears date.

Given under my hand and official seal of office this ____ day of _____, 20__.

Signature of Notary Public

SEAL

My Commission Expires: _____

ITEM X

FORM OF BID BOND

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY AND A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____

_____, as **Surety**, are held and firmly
(Name of Surety)

bound unto **THE CITY OF ORANGE BEACH** as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for

SR-161 Intersection Improvements at Terry Cove Drive, located in the City of Orange Beach, County of Baldwin, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and 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 will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

FORM OF BID BOND

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest: _____
(Secretary)

Name of State under the laws of which the Corporation was chartered:

(State)

** (Corporate Seal)
Attest: _____
(Secretary)

Name of State under the laws of which the Corporation was chartered:

(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

ITEM XI

BOND FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF ORANGE BEACH, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,

our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of SR-161 Intersection Improvements at Terry Cove Drive in the City of Orange Beach, Baldwin County, Alabama, to-wit: a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama

1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

Producer's Name

License No.

Address

PRODUCER'S COMPANY

ITEM XII

GENERAL CONDITIONS

1. **SPECIFICATIONS CONCERNING CONSTRUCTION**

This project shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current non-metric edition, and any Supplemental Specifications and Special Provisions included herein.

2. **TERMINATION FOR FAILURE OF PERFORMANCE**

In the event of failure by the Contractor to perform any and all of the Contractor's obligations in a prompt and efficient manner satisfactory to the City, the City will have the right to summarily terminate this agreement. This includes all projects covered hereby. The Contractor will be given written notice of such termination, after which the City may employ contracting services of its choice to complete the project or projects under this agreement. The Contractor and its Sureties will reimburse the City any additional costs that may result from such termination and employment of other contracting services.

3. **CITY RIGHT TO PERFORM WORK**

It is understood that the City may delete any of the items listed in the project's Proposal (Section III) and the Contractor agrees to construct the remaining items at the bid price for each item.

4. **PROJECT SIGNS**

City of Orange Beach shall construct and install standard project identification signs at locations within the project limits.

5. **THIRD PARTY BENEFICIARY**

The parties agree that in consideration of the mutual covenant set out herein, the Contractor, its subcontractors, servants, agents or employees, or any other entities consulted or hired or used by the Contractor on this City of Orange Beach Road Project will comply in every respect with the specifications provided by the Design Consultant to the City for all the work, labor, supplies, and materials provided by the Contractor, subcontractor, servants, agents or employees, or any other entities consulted or hired or used by the Contractor in any way with the location and/or relocation of any utilities, and/or appurtenances operated or maintained by any utility company affected by said project as identified on the Construction Plans.

ITEM XIII

SUPPLEMENTAL SPECIFICATIONS

(REVISED 12/16/2018)

- 101-18 – DEFINITION OF TERMS
- 102-18 PROPOSAL REQUIREMENTS AND CONDITIONS
- 105-18 – CONTROL OF WORK
- 107-18 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
- 108-18 – PROSECUTION AND PROGRESS
- 109-18 – MEASUREMENT AND PAYMENT
- 110-18 – CLAIMS
- 111-18 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 210-18 – EXCAVATION AND EMBANKMENT
- 230-18 – ROADBED PROCESSING
- 410-18 – BITUMINOUS PLANT MIX PAVEMENTS
- 535-18 – SIDE DRAIN PIPE
- 614-18 – SLOPE PAVING
- 619-18 – PIPE CULVERT END TREATMENTS
- 650-18 – TOPSOIL
- 652-18 – GROUND PREPARATION, VEGETATION ESTABLISHMENT AND MOWING
- 665-18 – TEMPORARY SOIL EROSION AND SEDIMENT CONTROL
- 701-18 – TRAFFIC STRIPE
- 860-18 – ROADSIDE IMPROVEMENT MATERIALS

Supplemental Specification No. 101-18

SUBJECT: Definition of Terms

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 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 Orange Beach
- Department: The Public Works Department of the City of Orange Beach.
- Director: The Community Development Director of the City of Orange Beach.
- Engineer: The Community Development Director; acting directly or through the Project Engineer as his representative who is responsible for engineering supervision of the construction.
- Region: The Public Works Department of the City of Orange Beach.
- Region Engineer: The Community Development Director of the City of Orange Beach.
- State: City of Orange Beach, the party of the first part to the Contract, acting by and through the Community Development Director.

Supplemental Specification No. 102-18

SUBJECT: Control of Work

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.06 Preparation of Proposal.

(a) Proposal Form.

Add the following as Item 3. at the end of the numbered section:

On the blank forms provided in the specifications, received from the project engineer, as part of the contract package, in its entirety.

Supplemental Specification No. 105-18

SUBJECT: Control of Work

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 105 CONTROL OF WORK

105.08 Construction Stakes, Lines and Grades.

(b) For Projects Not Containing Item 680-A, Geometric Controls, the Following Shall Apply:

1. Determination of Lines and Grades.

Delete the second paragraph and replace with the following:

Prior to construction, the engineer shall provide horizontal and vertical controls at centerline intervals of 50 feet or less through horizontal curves and intervals of 100 feet or less through tangent sections. The engineer shall also provide a cut sheet to the contractor.

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.

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(b) Load Restrictions

Delete the sub-section as written and replace with the following:

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. In the hauling of materials on city streets or county roads, it shall be the responsibility of the Contractor to regulate his loads so that damage does not occur, regardless of the legal or posted load limit. Maintenance of public roads shall be as outlined in Article 104.07. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

Within the project limits, loads shall be so regulated that damage will not occur to base or pavement layers and structures, but in no case shall loads exceed the legal load limit unless permitted in writing by the Engineer under special conditions. No loads will be permitted on base, pavement or structures before the expiration of any required curing period. The Contractor shall be responsible for all damage by his hauling and other construction equipment within the project limits.

Gross weight {mass} tickets for loads delivered to the project will be verified by the Engineer that all loads incorporated in the project are within the legal load limit. Required information for verification will be secured at the time of delivery; however, verification of weights {masses} may be made at any time during the project.

On loads of materials not accompanied by a gross weight {mass} ticket, the Contractor shall furnish, upon request of the Engineer, the tare weight {mass} of any truck delivering such materials to the project. These truck tare weights {masses}, along with appropriate volumes and conversion factors, will be used by the Engineer in determining approximate quantities of materials which may be hauled to the project and remain within the legal load limit. If the Engineer feels that the legal load limit is being exceeded, he may order the Contractor to verify the weight {mass} of designated loads at an approved truck scale.

Payment will be made only for that portion of a load up to, and including, the legal load limit.

No payment will be made for any portion of a load exceeding the legal load limit.

Supplemental Specification No. 107-18

SUBJECT: Legal Relations and Responsibility to Public

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 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. 108-18

SUBJECT: Prosecution and Progress

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(b) Soil Erosion and Stormwater Management.

1. Compliance and Progress.

Delete the first sentence of the first paragraph and replace with the following:

If the Contractor fails to comply with the requirements given in the Erosion and Sediment Control Plan (ESCP) or the directions of the Engineer, the Engineer may order the Contractor to discontinue all operations except the work involved in erosion control until the requirements are met.

3. Contractor's Stormwater Management Plan.

Delete this subarticle.

4. Fuel Tanks.

Delete this subarticle.

6. Qualified Credentialed Professionals.

Delete this subarticle.

7. Qualified Credentialed Inspectors.

Delete this subarticle.

8. Erosion and Sediment Control Crew.

Delete this subarticle.

9. Stormwater Meeting.

Delete this subarticle and replace with the following:

A Stormwater meeting shall take place after the preconstruction conference and prior to the beginning of work. This meeting shall take place at the project site. Attendees should include department construction personnel, the Contractor's superintendent and any subcontractors that will be involved in clearing, earthwork, seeding or erosion and sediment control operations. The ESCP, clearing limits and sequence of construction shall be among items discussed. Project discharge points, adjacent property and water bodies should be observed and discussed during this meeting. Any existing stormwater problems or issues should be discussed and documented.

10. Limit of Exposure Of Erodible Material.

Delete this subarticle.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

1. Contracts on a Work Day Basis.

Delete the last paragraph of the sub-section and add the following:

The monthly time statement shall be submitted to the Contractor with the monthly estimate. Upon receiving the monthly time statement, the Contractor shall review the statement and compare the time charges with his records. The Contractor shall sign the monthly time statement if he is in agreement with the days charged for the period indicated on the monthly time charge report. If the Contractor disagrees with the time charges on the monthly time statement, the Contractor shall indicate his disagreement and the reasons for the disagreement for each date in question, in writing. A current copy of the bar graph schedule of operations shall be submitted with the written statement of disagreement.

The Contractor's signed monthly time statement or the unsigned monthly time statement with the written protest and schedule of operations shall be included with the Contractor's monthly estimate. The Contractor's monthly estimate will not be processed without the above documentation.

108.11 Schedule of Liquidated Damages.

Delete the Liquidated Damages table and add the following:

| Original Contract Amount | | Liquidated Damages Daily Change | |
|--------------------------|------------------|---------------------------------|----------|
| More Than | To and Including | Calendar Day or Fixed Date | Work Day |
| \$ 0 | \$ 100,000 | \$ 120 | \$ 200 |
| 100,000 | 200,000 | 180 | 300 |
| 200,000 | 500,000 | 300 | 500 |
| 500,000 | 1,000,000 | 480 | 800 |
| 1,000,000 | 2,000,000 | 660 | 1,100 |
| 2,000,000 | 5,000,000 | 840 | 1,400 |
| 5,000,000 | 10,000,000 | 1,020 | 1,700 |
| 10,000,000 | - - - - - | 1,200 | 2,000 |

Supplemental Specification No. 109-18

SUBJECT: Measurement and Payment

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 109
MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

(h) Weight {Mass} Measurements.

Delete the sub-section as written and replace with the following:

1. General.

The term "ton" shall mean the short ton [metric ton} consisting of 2,000 pounds avoirdupois [1000 kg].

Scales furnished by the Contractor shall meet all requirements currently adopted by Alabama Department of Agriculture pertaining to weighing or measuring devices.

Scales shall be tested and inspected by a service agent currently registered with the Alabama Department of Agriculture. The time between inspections shall not exceed six months. In addition, any time a plant is moved or substantially modified, the scales shall be inspected. The inspection report shall be uploaded to the Alabama Department of Agriculture's reporting website and a copy sent to the Area in which the scale is

located. It is the Contractor's responsibility to ensure weighing devices are maintained in proper working condition during use. Devices that are found to be out of compliance will not be used until such time corrections are made to comply with regulations and they are recertified. The Engineer will reject them for use on the project until they are recertified. Weights [Masses] above the acceptable capacity of a set of scales will not be acceptable.

2. Weight [Mass] Measure for Pay Purposes.

If material is shipped by rail, the car weight [mass] may be accepted provided that only the actual weight [mass] of material is paid for and is certified by a car weight [mass] obtained from a certified scale after the unloading. However, car weights will not be accepted for steel reinforcement, structural steel or materials that are to pass through a mixing plant.

Trucks used to haul material being paid by weight shall be measured empty daily, with the driver in the truck, to establish a daily tare weight. Each truck shall also bear a plain legible identification number.

Commercial materials, except reinforcing steel and structural steel, which are measured by weight [mass] for pay purposes shall be measured by a qualified "Weighmaster*" using acceptable weight tickets. As a minimum, the weight ticket shall contain the following:

- 1) Name of the Contractor and material producer.
- 2) Project Number and County.
- 3) Truck number.
- 4) Contract item number and item name.
- 5) Date and time of loading.
- 6) Gross, tare, and net weights.
- 7) Weighmaster's signature. (May be electronically generated).
- 8) Any additional information as required of the Contractor or material producer for participation as a Qualified Source as given in the Department's "Materials, Sources and Devices with Special Acceptance Requirements" manual unless furnished on a separate applicable BMT Certificate of Compliance.

For measurement systems capable of measuring net weight directly from the measuring hopper, the gross and tare weights will not be required. In lieu of bulk weight, the Department will accept weights of materials normally sold in bagged form (i. e. fertilizers, cement, etc.).

It shall be the sole responsibility of the Contractor to ensure that a weight {mass} ticket is delivered to the project with each load. Weight tickets will not be accepted after the truck has left the project.

*Weighmasters must be qualified in accordance with the provisions of Section 8, Chapter 16, of the Code of Alabama, 1975, or in case of material purchased out of State complying with the appropriate State laws, rules and regulations for Weighmasters of the State involved. A copy of the "Weighmaster's Certificate" shall be furnished the Engineer and additionally a copy shall be displayed in a conspicuous place in the vicinity of the measuring operations.

3. Weight {Mass} Measurement for Proportioning, etc. of Materials.

Scales used for proportioning mixtures within mixing plants shall comply with the following unless otherwise noted:

a. Asphalt Mixing Plants.

Scales shall meet current compliance regulations according to Alabama Department of Agriculture requirements and be visible to the plant inspector on the mixing platform.

b. Concrete Mixing Plants or Units.

Scales shall meet current compliance regulations according to Alabama Department of Agriculture requirements. Separate scales shall be provided for bulk cement and for bulk fly ash, as provided in Article 815.11 .

c. Base Course Mixing Plants.

Measuring equipment shall meet the requirements of Sub item b. above with separate bins for each size aggregate and separate bins and scales for additives (calcium chloride, cement, etc.).

109.07 Partial Payment.

Add the following to the end of this section:

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 subarticle.

109.12 Final Payment.

Add the following to this section:

(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. 110-18

SUBJECT: Claims

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 110 CLAIMS

Delete the section as written and add the section 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 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 Department'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 on 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. 111-18

SUBJECT: Disadvantaged Business Enterprise (DBE)

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 111 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Delete this section.

Supplemental Specification No. 210-18

SUBJECT: Borrow Excavation

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 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 cubic yard of the material in its original position computed from cross sections by the average end area method or per ton as specified by the unit of 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. 230-18

SUBJECT: Roadbed Processing

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 230 ROADBED PROCESSING

230.03 Construction Requirements.

(a) General.

Delete the subarticle and add the following:

Choice of equipment utilized to perform the work under this section shall in general be that of the contractor, provided such produces the desired results. The Engineer reserves the right to disapprove any equipment, construction method, or other operation which is detrimental to the subgrade soils and which would result in failing the improved roadbed materials. The Contractor shall be required to strictly comply with the recommendations of the Engineer and Testing Laboratory. The cost of this work shall be reflected in the appropriate pay items set forth for this project.

(b) Improved Roadbed.

1. Preparation Of Roadbed.

Delete the subarticle and add the following:

Both cuts and fills shall be graded to the elevation designated on the plans, below subgrade elevation in accordance with the requirements of section 210 and to the typical section shown on the plans or directed. No selected roadbed material shall be placed until the graded earth surface is satisfactory to grade, cross section and density. The bottom surface of the modified roadbed section shall be compacted to 100% Standard Density and proof rolled prior to placing the select granular material of the modified roadbed. The areas that fail proof rolling shall be undercut as per the directive of the Engineer. The areas of undercut shall be backfilled with a select granular material, Item 210-D, compacted to 100% Standard Density.

230.05 Basis of Payment.

(a) Unit Price Coverage.

Delete the subarticle and add the following:

Each separate layer of roadbed processed and accepted, and measured as noted above, will be paid for at the unit price bid for 100 foot roadbed stations. Said unit price bid shall be full compensation for mixing and compacting the 6 inches of existing material below the proposed base course material. This includes scarifying and windrowing as necessary to expedite drying of existing soils, mixing, remixing, watering, and re-processing as necessary to obtain and maintain the

required grade, section, and density as noted in this Section. This also includes all equipment, tools, labor, and incidentals necessary to complete the work as described herein.

Supplemental Specification No. 410-18

SUBJECT: Bituminous Plant Mix Pavements

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 410 BITUMINOUS PLANT MIX PAVEMENTS

410.03 Construction Requirements.

(f) Placing the Mixture

1. Rate of Placement.

Delete the subarticle and replace with following:

The rate of plant mix to be placed will be specified by the plans; however, this rate may require correction to adjust for the compacted mix unit weight {density} as determined in the job-mix formula design as outlined in Subarticle 410.02(b). The Engineer may direct in writing that the designated weight {mass} be increased or decreased in certain areas. It shall be the Contractor's responsibility to place and spread the material uniformly to such thickness as will produce the specified average rate, separately for each layer of base, binder, and surface, and to maintain a continuing check on tonnage {mass} and yardage {area} throughout the day's operation to insure uniform specified rate.

The unit for checking the average rate shall be approximately 5000 square yards to the nearest even truck load. If the last check performed in any day or any section of roadway is between 2000 and 5000 square yards, this section shall be classified as a unit; if less than 2000 square yards, this section shall be added to the previous unit and the revised unit rechecked. When the initial day's operation is less than 2000 square yards, this initial section will be carried over to subsequent days' operations to make a unit of approximately 5000 square yards. **On Grade, Drain, Base and Pave Projects, the unit for checking the average rate shall be approximately 1000 square yards to the nearest even truckload.** If the last check performed in any day or any section of roadway is between 500 and 1000 square yards, this section shall be classified as a unit; if less than 500 square yards, this section shall be added to the previous unit and the revised unit rechecked.

In any unit checked, the average rate shall not vary from the specified rate by more than 10 pounds per square yard for layers of 225 pounds per square yard or less, and 15 pounds per square yard for layers greater than 225 pounds per square yard. **On the first applied layer of resurfacing where there is no required milling or leveling, this tolerance is increased to 15 pounds per square yard for layers of 225 pounds per square yard or less, and 25 pounds per square yard for layers greater than 225 pounds per square yard.** This tolerance is for providing

leeway in equipment adjustment only. A consistent and uncorrected variation from the specified rate, even within this tolerance, will not be allowed without the Engineer's written approval. This tolerance does not apply to patching, leveling, and widening. **On Grade, Drain, Base and Pave Projects, the average spread rate shall be based off the rate shown in the plans for the pay item. Any asphalt placed within 15 pounds of the specified rate will be paid at 100 percent of the unit bid price. Asphalt placed greater than 15 pounds above the specified spread rate shall be paid at 50 percent of the contract unit bid price.**

If the average rate of any unit is found deficient by more than 20 pounds from the specified rate, the Engineer will determine (1) whether the Contractor shall remove and replace the deficient unit without payment for the removal or the material removed, or (2) whether the Contractor may leave the deficient unit in place and cover it with a layer of the same mix of adjusted maximum size aggregate of not less than 110 pounds per square yard average. In case (2), the surface layer shall not be feather-edged at the end of the overlay layer, but a sufficient amount of the surface beyond the ends of the deficient unit shall be removed, to a neat line across the pavement, to allow placing the full 110 pounds per square yard and to make a joint that will meet the surface requirements. There will be no payment for any portion of the overlay needed to bring the total up to the designated average rate for that unit.

If the average rate of any unit is found to exceed the above referenced tolerance, the tonnage in the unit that is in excess of the specified rate will be paid for as specified in Subarticle 410.09(a).

Unless otherwise provided in the following sections of these specifications, or shown on the plans, the average rate placed and compacted in one layer shall not exceed 350 pounds per square yard for base or binder layers, and 225 pounds per square yard for surface layers. Where the amount to be placed exceeds these limits, it shall be placed and compacted in two or more approximately equal layers or as shown on the plans.

410.08 Method of Measurement.

(e) Acceptance of the Roadway Density.

Add the following to the beginning of the sub-section:

On all Grade, Drain, Base and Pave Projects, disregard any reference to in-place density pay factors except for the information that details the method by which the City and the contractor determine density (which will be determined by core density only). The acceptance of roadway density for pavement shall fall within a 92.0 to 96.0 percent range for acceptability. Pay factors for determining a reduction or bonus from density readings will no longer apply. Payment will be based from pay factors for air voids and asphalt cement content only. Pay will not exceed 100 percent since tests are being applied to mix for only two characteristics. The pavement must meet the aforementioned density requirements or asphalt will either be removed or overlaid with a minimum of 80 pounds per square yard as per direction of the engineer at no cost to the City. The removed asphalt shall be replaced at the correct rate and density prior to acceptance for payment.

Add the following to the end of the second paragraph:

The frequency of the density tests for individual road lengths less than or equal to 2,000 linear feet shall be a minimum of 2 core tests per road.

(g) Wasted and Excess Materials Applied.

Delete the subarticle and replace with following:

Deductions in measurement will be made for all material wasted or lost due to negligence of the Contractor or applied beyond the limits of the work.

Resurfacing contracts where the City purchases the mix for the Contractor to **Lay Down Only**, the Contractor shall be responsible for the reimbursement of the costs of the asphalt plant mix to the City if not constructed within the contract tolerances. This would include any additional mix that is onsite in trucks or en route to the project that cannot be utilized due to the problems associated with the Contractor's equipment or not meeting contract specifications. The asphalt plant mix costs will be reimbursed to the City by deducting this cost off the contractor's monthly pay estimate.

The Contractor shall reimburse the City for its purchase cost for the excess asphalt material as defined in Section 410.03(f)1., Section 410.09(a) and these supplemental specifications. Reimbursement shall be applied as a deduction to the Contractor's monthly pay estimate.

Supplemental Specification No. 535-18

SUBJECT: Side Drain Pipe Joints

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 535 SIDE DRAIN PIPE

535.03 Construction Requirements.

(a) General.

Delete the first paragraph and add the following:

Construction details for installing side drain pipe shall be as specified in Section 530 and all current Supplemental Specifications thereto attached, except as modified in this Section.

Supplemental Specification No. 614-18

SUBJECT: Structure Excavation and Backfill for Slope Paving

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 614 SLOPE PAVING

614.04 Method of Measurement.

Delete the second sentence and replace with the following:

Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 619-18

SUBJECT: Structure Excavation and Backfill for Pipe End Treatments

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 619 PIPE CULVERT END TREATMENTS

619.01 Description.

Delete the second paragraph and add the following:

Unless specified otherwise on the plans or in the proposal, the Contractor shall, for the required end treatment, construct a slope paved headwall in accordance with plan details and these specifications.

619.05 Basis of Payment.

(a) Unit Price Coverage.

Delete the second sentence and add the following:

Such price shall be full compensation for the furnishing of all materials and the installation and construction thereof, necessary for the complete construction of the end treatment, and for all labor, tools, equipment, and incidentals necessary to complete the work. Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 650-18

SUBJECT: Topsoil

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 650 TOPSOIL

650.03 Construction Requirements

Add the following:

(d) MAINTENANCE

The Contractor shall maintain the topsoil that has been placed, without extra compensation, in connection with any seeding, sodding, planting, or other work, until final completion of the project. Maintenance shall consist of preserving, protecting, and such other work as may be necessary to keep the work in a satisfactory condition.

650.04 Method of Measurement (This section shall apply to grade, drain, base & pave (GDBP) type projects only)

(A) TOPSOIL, ITEM 650-A

Delete the subarticle and add the following:

This item covers topsoil material furnished by the Contractor complete in place and will be measured in cubic yards. Cubic yards shall be computed by measuring the area (length x width) of topsoil in place and multiplying it by the designated compacted thickness (depth) as stipulated within the Construction Plan Set.

The volume of topsoil calculated above will be verified by the volume of topsoil measured in the delivery vehicle (T.B.M.) at the point of delivery on the roadbed. The total volume stated on the delivery vehicle's tickets shall be multiplied by 0.70 to account for shrinkage. The redefined quantity will be used to verify the complete in place topsoil quantity. If the total truck bed quantities with shrinkage factor applied is less than the calculated complete in place method described in the first paragraph, then this quantity will determine the final eligible quantity for payment. If the total truck bed quantities with shrinkage factor applied is more than the calculated complete in place method described in the first paragraph, then the complete in place measurement will dictate the total eligible quantity of topsoil for payment.

(B) TOPSOIL FROM STOCKPILES, ITEM 650-B

Delete the subarticle and add the following:

This item covers topsoil obtained onsite and stockpiled within the right-of-way. This material shall be measured and quantified as an in place measurement. Topsoil shall be measured for payment by measuring the area (length x width) of topsoil in place and multiplying by the designated compacted thickness (depth) as stipulated within the Construction Plan Set. The

thickness of the topsoil shall be frequently verified for plan thickness and if its determined plan thickness has not been met contractor shall add topsoil until thickness requirement is met or receive no payment for topsoil.

All of the "Topsoil from Stockpiles" (Item 650-B) shall be placed and measured for payment prior to using "Topsoil" (Item 650-A) on project.

Supplemental Specification No. 652-18

SUBJECT: Preparation and Planting in Soft Soil

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 652 GROUND PREPARATION, VEGETATION ESTABLISHMENT AND MOWING

652.03 Construction Requirements.

(d) Preparation and Planting in Soft Soil.

2. Initial Soil Amendments.

Add the following paragraph at the beginning of the subsection:

The fertilizer and lime described below shall be applied at least one week prior to sowing seed. After application, the treated topsoil shall be watered as necessary to leach the lime and fertilizer into the topsoil composition. Watering shall be done at least one time prior to sowing seed.

Supplemental Specification No. 665-18

SUBJECT: Temporary Seeding and Mulching

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 665 TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

665.03 Construction Requirements.

(a) Erosion Control and Runoff Conveyance.

1. Temporary Seeding and Mulching.

c. Temporary Seeding and Mulching.

Delete the last sentence in the sub-section and add the following:

Seeding and mulching shall also be applied by either hydraulic or conventional methods. Mulching shall be applied at a rate of no less than 2.0 tons per acre, separately or concurrently with fertilizer.

Supplemental Specification No. 701-18

SUBJECT: Traffic Stripe

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 701
TRAFFIC STRIPE

701.03 Construction Requirements.

(e) Class 2, Standard Thermoplastic.

Delete item 7 and replace with the following:

7. Retroreflectivity of Class 2 Thermoplastic.

The target retroreflectivity shall be 450 mcd/lux/sq m for the white stripe and 300 mcd/lux/sq m for yellow stripe.

(f) Class 2T, Thin Film Spray Applied Thermoplastic.

Delete item 7 and replace with the following:

7. Retroreflectivity of Class 2T Thermoplastic.

The target retroreflectivity shall be 250 mcd/lux/sq m for white stripe and 175 mcd/lux/sq m for yellow stripe.

(g) Class 3, TAPE.

Delete paragraphs 4 thru 9.

Supplemental Specification No. 860-18

SUBJECT: Roadside Improvement Materials

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 860
ROADSIDE IMPROVEMENT MATERIALS

860.01 Seed.

(d) Seed Mixes.

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING

Omit table ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING and replace with the following:

| ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE {KILOGRAMS PER HECTARE} OF PURE LIVE SEED | | | | |
|--|--------------------------|---------|-------------------------|--------------------------|
| Date of Planting | Sept. 1 to Feb. 29 | | Mar. 1 to Aug. 31 | Mar 1. to Aug. 31 |
| Annual Ryegrass | 10 {11} | 25 {28} | | |
| Hulled Bermudagrass | | * | 30 {33} | |
| Unhulled Bermudagrass | 30 {34} | | 20 {22} | 12 {13} |
| Annual Lespedeza (Kobe) | | | | 24 {27} |
| Pensacola Bahia Grass | | | | 47 {53} |
| Reseeding Crimson Clover | 5 {6} | | | |
| Notes | 1 | 2 | 3 | 3 |
| Required Permanent Plant | Bermudagrass | | | Pensacola Bahia Grass |
| <p>1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet {3 m} from the edge of mainline pavement. (This is usually required for short duration work that is done on pavement resurfacing projects.)</p> <p>2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet {3 m} from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.</p> <p>3. Bermudagrass will be required as the permanent plant if it is not shown on the plans that Pensacola Bahia Grass will be required as the permanent plant.</p> | | | | |