

CITY OF CALERA  
2025  
RESURFACING PROJECT



CALERA ENGINEERING DEPARTMENT  
1074 10<sup>TH</sup> STREET  
CALERA, ALABAMA 35040  
(205) 668-3886 PHONE

## NOTICE TO CONTRACTORS

Bids will be received by the City of Calera at Calera City Hall, until 10:00 am local time December 4, 2024 and then publicly opened and read for the City of Calera 2025 Resurfacing Project.

The work to be performed includes all work necessary to construct the work associated with the various disciplines as shown and described in the plans and specifications. In general, the project consists of repairing, resurfacing Rushton Lane, Hermitage Lane, 19<sup>th</sup> Ave, and Old Ivy Road.

The Contractor shall include in their bid, all costs for labor, material and equipment. The Contractor shall not include tax on the material needed for this project.

Specifications and contract documents are on file for inspection at the Office of the City Engineer and the Rebuild Alabama Act website, located at <https://almonline.org.RebuildAlabamaAct.aspx>.

Copies of the documents may be obtained from the City of Calera City Engineer. Any Contractor desiring a set of printed plans and specifications must contact the City Engineer, Mr. William Hilyer, P.E., or his representative at 205-668-3886 a minimum of twenty-four (24) hours in advance of when the Contractor desires to pick the contract documents up, due to the fact that printing time must be allowed. A non-refundable plans fee of \$50.00 is required for each set of printed Contract Documents. An electronic version of the Contract Documents are available upon request. There is no charge for electronic documents.

A mailing charge of \$20.00 will be required for all sets when mail delivery is requested.

Each bidder must be a licensed Contractor as required under the laws of the State of Alabama.

A pre-bid conference will be held at the City Hall at Calera, 10:00 am, November 20, 2024. Minutes of the pre-bid conference shall become a part of the Contract Documents.

For the Owner

By:



William Hilyer, City Engineer

Project Title: 2025 Resurfacing Project  
Owner: The City of Calera

## BID PROPOSAL

Date: December 4, 2024

To: The City of Calera

FOR: 2025 Resurfacing Project

In response to your request the undersigned Bidder submits the following proposal for constructing the above identified project as described and specified in the contract documents.

1. Bidder proposes and agrees, in event this proposal be accepted to enter into a contract with the above named City of Calera (herein designated and referred to as the Owner), in the form herein specified, to furnish all materials, equipment, machinery, tools, means of transportation, power and fuel and to perform all labor necessary for or incidental to the construction of the aforementioned project, all in complete accordance with the requirements of the contract documents and plans, to the entire satisfaction of the Owner, at the unit and/or lump sum prices we have inserted opposite each item of work listed in the accompanying Bid Schedule, which is an integral part of this proposal.

2. In submitting this proposal the Bidder understands and agrees that a contract may be awarded for the work as may be deemed to be in the best interest of the Owner; that the quantities as stated are approximate only and that no claim shall be made against the Owner on account of any excess or deficiency, either absolute or relative, therein; that the estimated quantities will be used as a basis for canvassing and evaluating proposals and for determining the estimated amount of the contract, and that within the limits of available funds, the Owner reserves the right to increase or decrease the estimated quantities stated above by such amounts as may be necessary to complete the work, provided, however, that the stated unit and/or lump sum prices shall remain firm and unchanged.

3. Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into, that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud.

4. Bidder further declares that he has examined the site of the work and the bidding and labor conditions and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the other contract documents relating thereto and has read all special Conditions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

5. Bidder further proposes and agrees, that, if awarded a contract for this project, he will commence work immediately on or before the date stated in a written notice from the Owner to commence work; that he will furnish all materials, and perform all labor for the completion of the contract and will complete same, including all accepted alternates thereto, within the time stated in the Special Conditions; and that on his failure to complete the work within such time he will pay to the Owner for

each calendar day that the work, or any part thereof remains uncompleted beyond such specified time, the amount specified in the Special Conditions, this payment to be made as liquidated damages.

6. And the Bidder further declares that accompanying this proposal is a certified check or satisfactory bid bond in the sum of five percent (5%) of this proposal, and it is hereby agree that in case of the withdrawal of this proposal without the consent of the Owner within sixty (60) days after the bid opening, or that in case of failure on the part of the undersigned to execute the contract as aforesaid and to deliver same and the required security for the faithful performance of the contract, (executed in the form annexed hereto) to said Owner within ten days from the date a notice of acceptance of this proposal is given to the undersigned personally, or by mail to the address as herein stated, then the undersigned Bidder will be deemed to have abandoned the contract, and thereupon the amount of such check or bond shall be absolutely due and payable there under to the Owner.

7. By our submitting this BID, we certify that we have examined the Plans and Specifications, that we have examined the site of the proposed work, and that we have performed any necessary supplemental investigations and explorations, that we have submitted to the Engineer, as provided in the Instructions to Bidders, any questions pertaining to the work, with answers received, adequate to enable us to prepare a BID, cognizant of the work, and the work site, and therefore that we have no unresolved questions at the time of submission of our BID.

8. We acknowledge receipt of:

Minutes of Pre Bid Conference ( ) yes, or ( ) no  
Addendum Number One ( ) yes, or ( ) no  
Addendum Number Two ( ) yes, or ( ) no

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Individual or Firm Name of Bidder

Bidder's Address:

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

Bidder's State License No. \_\_\_\_\_

THE ATTACHED BID SCHEDULE IS A PART OF THIS BID PROPOSAL.

**Bid Form for The City of Calera,  
2025 Resurfacing Project**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	3	LS		
4	ALDOT ITEM NO. 424A361 WEARING COURSE	672	TN		
5	TACK	132	GAL		
7	REINSTALL TRAFFIC SIGNAL LOOPS	1	LS		
8	FLUSH/STABILIZE SHOULDERS	1	LS		

<b>GRAND TOTAL</b>	\$
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Project Title: 2025 Resurfacing Project  
Owner: The City of Calera

## BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned,  
\_\_\_\_\_ as Surety, are hereby held and are firmly bound unto  
the City of Calera as OWNER in the penal sum of

\_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Calera a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the OWNER'S 2025 Resurfacing Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall Furnish BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_  
Principal (L.S.) ATTESTED BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department most current list (Circular 580 as amended) and be authorized to transact business in the State where the project is located.

STATEMENT OF QUALIFICATIONS

TO BE SUBMITTED WITHIN TWO WORKING DAYS BY THE  
APPARENT LOW BIDDER TO THE OWNER (1)

For: 2025 Resurfacing Project

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each Contract and the appropriate anticipated dates of completion.)
7. General type of work normally performed by your company.
8. Have you ever failed to complete any work awarded to you?  
If so, where and why?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your Company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance and type to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Name your proposal Superintendent for the project and, attach his resume.
15. Credit Line available: \$ \_\_\_\_\_ Bond Limit  
\$ \_\_\_\_\_.
16. Give Bank reference: \_\_\_\_\_.
17. Will you, upon request, fill out a detailed financial statement and furnish other information that may be required by the OWNER?
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by City Of Calera in verification of the recitals comprising this State of Bidders Qualifications.

By: \_\_\_\_\_  
Title Date

(1) Also required of next low bidder, if requested by the Owner.



Project: 2025 Resurfacing Project  
Owner: The City of Calera

## CONTRACT

THIS CONTRACT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Calera hereinafter referred to as the Owner and, Wiregrass Construction Company, hereinafter referred to as the Contractor.

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. The Contractor will furnish all material, equipment, supplies, tools, power, fuel, and services and perform all labor necessary to construct the 2025 Parkway Resurfacing Project for which they were awarded the contract and will construct same in strict conformity with the terms and conditions set forth in the following named documents which are hereto attached and made a part of this contract:

Notice to Contractor, Information for Bidders, General Conditions, Special Conditions, Supplemental General Conditions, Bid Proposal, Performance Bond, Labor and Materials Bond, Technical Specifications, ADDENDUM, Pre Bid Conference Minutes, and Contract Plan(s) as identified in the specifications, or shown on the index of the plans.

2. The Owner will pay to the Contractor, on faithful performance of his undertaking hereunder, in lawful money of the United States, the respective unit prices set forth in the aforementioned BID PROPOSAL for each unit of work performed or installed by the Contractor, the estimated total sum of all payments hereunder being \$.

3. The Owner will make payments to the Contractor as specified in the General Conditions.

4. Within a period of 30 days after completion of the work the Owner will make a final and complete payment in full to the Contractor on account of this contract; provided that, during said 30 day period, the Contractor has submitted to the Owner satisfactory written evidence that all payrolls and other costs incurred by the Contractor in connection with the work have been paid in full; that proper Advertisement of Completion has been made; that claims have been paid or settled or otherwise properly handled; that all "punch list" items have been satisfied; otherwise final payment will be made only after such evidence has been submitted, and "As Built" (Record) drawings submitted.

5. The Contractor will commence the work on or as of the date set in a notice from the Owner to proceed with the work, will prosecute same diligently and continuously until completed, and will complete same in conformity with the stated requirements within 60 calendar days.

6. Additional Special Contract Provisions:

Should the work or any separate part thereof be not completed by such time or date, then the Contractor will pay to the Owner as fixed, agreed and liquidated damages the sum of \$200 for each Calendar Day, or portion thereof. Thirty calendar days later, if the work is not complete liquidated damages shall be double that amount for each calendar day or portion thereof. This is applicable to each contract, even if the same firm has both contracts.

IN WITNESS WHEREOF, the parties have executed this contract on the day and date first above written in three (3) original counterparts.

WITNESS:

\_\_\_\_\_

OWNER

City of Calera

By: \_\_\_\_\_

Title: Mayor

WITNESS:

\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF SECRETARY  
OF CORPORATION:

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
SECRETARY

(Corporate Seal)

Project: 2025 Resurfacing Project  
Owner: The City of Calera

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, and \_\_\_\_\_ hereinafter called the Surety, are held and firmly bound unto the City of Calera in the penal sum of (\$0) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the day of \_\_\_\_\_, 2025, entered into between the Principal and the Owner for the construction of the following:

2025 Resurfacing Project

A copy of which contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the contract in all respects on his or their part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner from all costs and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the principal in connection with the performance of said contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships or corporation for all labor performed and materials furnished in connection with the performance of the contract, and that failure to do so with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment of the contract falls due; and provided further that if any alterations or addition which may be made under the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder; notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

Performance Bond, Page Two

This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it shall be null and void. Executed in four (4) original counterparts.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Signature of Principal)

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

(Signature of Surety)

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

Name and address of person/firm to receive notifications:

Name \_\_\_\_\_ Title \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_ FAX Number \_\_\_\_\_

Project: 2025 Resurfacing Project  
Owner: The City of Calera

### LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, and \_\_\_\_\_ hereinafter called the Surety, are held and firmly bound unto the City of Calera hereinafter called the Obligee, in the penal sum of (\$0) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the construction of the following:

2025 Resurfacing Project which contract and the plans and specifications for said work shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs, or extension to or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits of said bonds, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action will be asserted in a proceeding, instituted in the county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but no later than one year after the final settlement of said Contract) in which action such claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ as the Agent of each of them to receive and accept services or process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such services shall be the same as personal service on the Principal and/or Surety.

Labor and Materials Bond

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under workman's compensation or employer's liability statute.

(d) In no event shall Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or proceeding thereof that is instituted later than one year after the final settlement of said Contract.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2025, in four (4) original counterparts.

(Signature of Principal)

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature of Surety)

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTERSIGNED:

By \_\_\_\_\_

(Resident Agent)

Name and address of person/firm to receive notifications:

Name \_\_\_\_\_ Title \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: The work to be performed includes all work necessary to construct the work associated with the various disciplines as shown and described in the plans and specifications. In general, the project consists of the repair, resurfacing of Rushton Lane, Hermitage Ln, 19<sup>th</sup> Ave, and Old Ivy Road.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for receipt of bids on December 4,2024.

You are hereby notified that your BID has been accepted for items in the amount of \$ . That acceptance was by vote of the City of Calera, City Council.

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within (10) calendar days from this date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_ day of \_\_\_\_\_, 2024.

FOR: The City of Calera  
Owner

By: \_\_\_\_\_  
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the \_\_\_\_\_ day of , 2024.

By \_\_\_\_\_

Title \_\_\_\_\_

NOTICE TO PROCEED

To:

Date: \_\_\_\_\_

Project: 2025 Resurfacing Project

You are hereby notified to commence WORK in accordance with the CONTRACT dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2025, and you are to complete the WORK within 60 consecutive calendar days (Subject to the Special Conditions relating to Materials Delivery)

The date of completion of all Work is therefore \_\_\_\_\_, 2025.

The City of Calera  
OWNER

By: \_\_\_\_\_

Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_



FORM OF ADVERTISEMENT OF COMPLETION

LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that  
has completed the 2024 Resurfacing Project for the City of Calera, and  
have made request for final settlement of said Contract. All persons any claim for labor,  
materials or otherwise in connection with this project should immediately notify, in writing, The  
City of Calera, Attn: William Hilyer, City Engineer, 1074 10<sup>th</sup> Street, Calera, AL 35040.

Contractor

Business Address

NOTE: This notice must be run once a week for four  
successive weeks. Proof of publication is  
required.

Project Title: 2025 Resurfacing Project  
Owner: The City of Calera

SECTION 00500

GENERAL CONDITIONS  
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## 1. DRAWINGS AND SPECIFICATIONS

- 1.1 The intent of the DRAWINGS AND SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary to complete the PROJECT in an acceptable manner, ready for use by the OWNER.

## 2. MATERIALS, SERVICES AND FACILITIES

- 2.1 The CONTRACTOR shall provide and pay for all materials, labor, tools, and equipment.
- 2.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. Storage costs and permits shall be the responsibility of the CONTRACTOR.

## 3. INSPECTION AND TESTING

- 3.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 3.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT.
- 3.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT, including manufacturer's certificates of tests and/or compliance with cited standard specifications such as ASTM, and ASA.
- 3.4 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT.
- 3.5 The ENGINEER and his representatives will at all times have access to the WORK. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 3.6 If any WORK is covered contrary to the instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.
- 3.7 If the ENGINEER considers it necessary that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, inspection and testing and of satisfactory reconstruction. If, however, such

WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, inspection, testing and reconstruction.

#### 4. SURVEYS, PERMITS, REGULATIONS

- 4.1 The ENGINEER shall furnish boundary surveys and establish base lines for locating the principal component parts of the WORK. From that information the CONTRACTOR shall make all detail surveys needed for construction such as slope stakes, batter boards, and other working points, lines, elevations and cut sheets. The CONTRACTOR shall furnish the ENGINEER a cut sheet prior to laying any gravity pipe line, otherwise plan elevations shall be deemed as final for pay quantities.
- 4.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 4.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK.

#### 5. PROTECTION OF WORK, PROPERTY AND PERSONS

- 5.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 5.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and subcontractor or anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable.

## 6. SUPERVISION BY CONTRACTOR

6.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times while work (except incidental clean up or materials handling operations) is in progress.

## 7. CHANGES IN THE WORK

7.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK. If such changes increase or decrease the amount due, or the CONTRACT TIME, under the CONTRACT, an equitable adjustment shall be authorized by CHANGE ORDER prior to the Contractor undertaking such additional work.

7.2 The ENGINEER may at anytime, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within three days after the receipt of the ordered change.

Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME. The CONTRACTOR shall not execute such contested FIELD ORDERS pending the receipt of an executed CHANGE ORDER or further instruction for the OWNER, unless a safety hazard exists, or at his risk for payment.

## 8. CHANGES IN CONTRACT PRICE

8.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of a CHANGE ORDER or of any claim in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices previously approved;

An agreed lump sum;

8.2 The actual direct cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK. In addition, there shall be added fifteen percent of the actual direct cost of the WORK to cover the cost of general overhead and profit.

9. TIME FOR COMPLETION AND LIQUIDATED DAMAGES  
(Also See Special Conditions)

9.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT and the WORK.

9.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME.

9.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the CONTRACT for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT. The CONTRACTOR shall also pay to the OWNER (in addition to the liquidated damages) any charges by the ENGINEER to the OWNER for the ENGINEER's cost, based on the ENGINEER's hourly rate for Additional Engineering Services and reimbursable expenses resulting from the failure of the CONTRACTOR to complete the WORK within the CONTRACT TIME. Any sums due the OWNER will be deducted from the final payment. Any shortfall after that deduction shall be due from the Contractor, or his surety.

9.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER. (The ENGINEER shall then make a determination of any allowable additional time, and notify the OWNER and CONTRACTOR, in writing.)

9.4.1 To any preference, priority or allocation order duly issued by the OWNER.

9.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR (but not the CONTRACTOR's Subcontractor(s)) in the performance of a contract with the OWNER, fires, floods, strikes, freight embargoes, and abnormal and unforeseeable weather. Weather conditions approximately normal for the time of the contract shall not be the basis for a time extension. In computing contract extensions due to abnormal weather, the contract shall be extended one calendar day for each quarter inch of rainfall above the normal expected rainfall as reported by the National Weather

Service at its nearest measurement station. Departures from normal shall be the sum of monthly departures over the term of the original contract time.

## 10. CORRECTION OF WORK

- 10.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT without expense to the OWNER.

## 11. SUSPENSION OF WORK, TERMINATION AND DELAY

- 11.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACT, by WRITTEN NOTICE to the CONTRACTOR which notice shall fix the date on which WORK shall be resumed.
- 11.2 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractor's or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates the CONTRACT, the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER. Where the CONTRACTOR's services have been so terminated by the OWNER, the termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT.
- 11.3 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the

ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

## 12. PAYMENT TO CONTRACTOR

- 12.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT, certified as such by the ENGINEER. After 50 percent of the WORK is completed, if satisfactory progress and work quality is made, the ENGINEER may not require additional retainer on subsequent payments.
- 12.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 12.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the concurrence of the CONTRACTOR and the ENGINEER, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of WORK.
- 12.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached



to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

12.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material, and furnish of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER nor ENGINEER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT by the OWNER to the CONTRACTOR and the OWNER nor Engineer shall not be liable to the CONTRACTOR for any such payments made in good faith.

### 13. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

13.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER and the ENGINEER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR of his sureties from any obligations under the CONTRACT or the Performance Bond and Payment Bonds.

### 14. INSURANCE

14.1 The CONTRACTOR shall maintain such insurance as will protect him from claims set forth below which may arise out of or result from the execution of WORK, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

14.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

- 14.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any of his employees;
  - 14.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 14.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 14.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 14.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER, and shall specifically name the Owner and Engineer as named insured.
- 14.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 14.3.1.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the CONTRACTOR or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom sustained by anyone person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
  - 14.3.2 In addition, the CONTRACTOR shall maintain an "Umbrella" General Liability Policy of not less than \$2,000,000.

## 15. CONTRACT SECURITY - OMITTED

## 16. ASSIGNMENTS

16.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## 17. INDEMNIFICATION

17.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, his subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

17.2 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

## 18. ENGINEER'S AUTHORITY

18.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed.

He shall interpret the intent of the CONTRACT in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT. He shall not be responsible for site safety, nor work methods, means, or schedules. The presence of the ENGINEER, or his REPRESENTATIVE shall in no way imply any duty of the OWNER, the ENGINEER, or his REPRESENTATIVE for site safety, or enforcement of any safety regulation, rule, nor practice, nor shall any provisions of these CONTRACT DOCUMENTS imply that the OWNER, the ENGINEER, or his REPRESENTATIVES have any site safety responsibility, as those are solely the CONTRACTOR'S.

18.2 The CONTRACTOR will be held to the intent of the CONTRACT in regard to the quality of materials, workmanship and execution of the WORK. The ENGINEER'S REPRESENTATIVE shall have no authority to modify the CONTRACT nor the SPECIFICATIONS.

## 19. LAND AND RIGHTS-OF-WAY

- 19.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 19.2 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## 20. GUARANTY PERIOD

- 20.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of ACCEPTANCE. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

Project Title: 2025 Resurfacing Project  
Owner: The City of Calera

## SUPPLEMENTAL GENERAL CONDITIONS

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## SUPPLEMENTAL GENERAL CONDITIONS

### 1. SCOPE

These supplemental general conditions are not strictly contract terms, nor technical specifications, but are a mix of both. They are a part of the Contract.

### 2. SUPPLEMENTAL SPECIFICATIONS

2.1 Certain federal and/or state agency specifications are applicable because of funding participation by those agencies. These specifications are hereby made a part of these Supplemental General Conditions, by reference, as follows:

2.2 The State of Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, (hereinafter also, ALDOT) is hereby adopted as Supplemental Specifications to these Specifications for items not specifically covered herein. In the event of apparent conflict, these Specifications govern over the ALDOT Specifications.

- (a) The Section numbers referred to hereafter or on the plans as ALDOT are included in the ALDOT Specifications, and are as applicable as though written herein.
- (b) The definition of DIRECTOR and ENGINEER as contained in the ALDOT Specifications shall be revised to both mean the ENGINEER employed by the OWNER to design and oversee the project.
- (c) If any parts of the work are to be accomplished in a public roadway, traffic control shall be in accordance with the Alabama Department of Transportation Manual for Uniform Traffic Control", and the requirements of the responsible law enforcement agencies.

### 3. SAFETY REQUIREMENTS

- (a) The Contractor shall, at his own expense, maintain sufficient warning lights, traffic signs, traffic cones, etc., on or along any or all portions of any street or alley which due to the Contractor's operations, are not in their normal condition to handle vehicular or pedestrian traffic. All traffic signs, cones, warning lights, barricades, detour signs, flagmen and their location, number, sequence, size, etc., shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. There will be no separate items or units of measurement and payment for this work and costs thereof shall be included in the various

SECTION 00500

5.12

other project bid items.

- (b) The Contractor shall be solely and completely responsible for the conditions and safety at the worksite, including the safety of all workers, inspectors, or any other person on or near the worksite, and for any property, facilities, equipment, etc., on or near the worksite which may in any way be threatened or endangered by his operations, and the Contractor shall take whatever precautions, actions, etc., are necessary to continuously protect any persons property, facilities, equipment, etc., from harm or damage. The Contractor shall continuously and conscientiously abide by all local, State, and Federal laws, rules and regulations that may apply to safety at the worksite. This requirement shall apply continuously and is not limited to normal working hours.
- (c) Since site safety is the Contractor's sole responsibility, neither the OWNER, the ENGINEER (or their representative) shall be responsible, in any amount, for requiring compliance of the Contractor with safety provisions of these specifications, notwithstanding their being herein.

#### 4. SANITATION

- (a) The Contractor shall provide and maintain the necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observations. Sanitary conveniences and practices shall comply with state and local regulations.

#### 5. PUBLIC UTILITIES, PUBLIC PROPERTY

- (a) Where the proper accomplishment of the work requires that any property of privately or publicly owned utilities be cut, moved, relocated, rebuilt, or otherwise disturbed in any way, the Owner shall, upon proper application by the Contractor, request the utility owner to make the required changes or request the Contractor to make the changes, if applicable. The Contractor, prior to making application to the Owner, shall make all preliminary arrangements with the utility owner, including the scheduling of work. The Owner shall not be responsible for any delays in the accomplishment of the required changes on utility property by reason of the Contractor's failure to schedule the work, properly or otherwise; and in no case shall the Contractor be allowed any claim for extension of time or additional compensation based on failure of the utility Owner to make the changes within the stipulated period of time.

#### 6. AUTHORITY OF INSPECTORS

- (a) The Inspectors employed by and working under the direction of the Engineer shall have full authority to reject any defective material or workmanship and to suspend any construction that is improperly performed, subject to the final decision of the Engineer. Inspector will not be authorized to revoke, alter, enlarge, or relax provisions of the plans and specifications nor to issue

instructions contrary thereto. The presence of the Inspector at the site does not relieve the Contractor of any requirement for written notice. The Inspector's presence is not related to site safety, which is the sole responsibility of the Contractor.

- (b) The Contractor may request, and the Engineer will issue written instructions on any important questions which may develop in respect to the acceptance or rejection of materials or workmanship. Questions requiring deviation from the Contract Documents must be directed to the Engineer by the Contractor.

## 7. EXISTING GAS LINES

- (a) Gas lines for the transmission or distribution of natural, manufactured, of liquified petroleum gas are dangerous to work around and can cause serious accidents. Accidents can be caused by direct damages to these gas mains or service lines during construction or by settlement in the trenches, or settlement of structures after construction is completed. The Contractor shall take every possible precaution to minimize the hazards of working in proximity to gas lines and shall be solely responsible for any damages to them or for any injury to persons or damage to property arising from or caused by his operations.
- (b) No excavation or other work shall be done by the Contractor within 10 feet of a high pressure gas transmission line until the Owner of the gas line has been notified not less than 48 hours in advance of such work and until the gas line has been exposed sufficiently to determine its exact horizontal and vertical location. In addition, the Owner of the gas lines shall be allowed to keep a qualified representative present while any construction work that could damage such line is being done.
- (c) Where work is to be done in areas served by medium and low pressure gas distribution systems, the owner of such items is to be notified by the Contractor not less than 24 hours before such work is started and such owner given the opportunity to keep a representative present during this construction work, or to locate and stake out all gas lines. In such case, the Contractor shall cooperate with the representative of the owner of the gas lines to avoid damaging them.
- (d) Should any gas main or service line or other gas facility be damaged during this construction work, the following minimum precautions shall be taken by the Contractor:
  - 1) Immediately notify the owner of the gas facility of the nature and location of such damage.
  - 2) Stop all construction work that could cause any further damage to the gas facilities or hazards to other persons or property.
  - 3) Give adequate warning to any persons or property that could be damaged



and take other necessary safety precautions.

4) Permanent repairs shall be made by owners of the gas facility or by the Contractor to their specific satisfaction and approval. Any repairs made by the Contractor shall be in accordance with U.S.A. "Standard Code for Gas Piping" USAS B31.8, latest edition. The inspector, or representative, or the Engineer does not have the responsibility or authority to supervise or inspect repairs to damaged gas facilities.

(e) No structure shall be constructed over or immediately adjacent to a gas pipe line or gas facility. Gas pipe lines shall not pass through manholes or other structures. When other utility lines cross over gas lines, the minimum cover shall be 4 inches. (Cover is the vertical distance the outside top and outside bottom of the two pipe lines.) In both cases, this cover space shall be carefully backfilled with thoroughly compacted selected soil. Where gas lines shall also be carefully backfilled with thoroughly compacted selected soil.

## 8. UTILITIES AND UNDERGROUND OBSTRUCTIONS

(a) The Contractor shall contact each of the utility companies to ascertain the location of any and all underground utilities. If buried utilities are located within the construction limits, the utilities shall be physically located and marked prior to commencing construction. Each possible conflict shall be uncovered at no additional cost to the Owner.

(b) During the work of excavation, grading laying pipe, and all incidental operations, all existing utilities, including water pipe, sewer pipes, storm water pipes, gas pipes, electric transmission lines and conduits, telephone power poles and all service connections from these utilities shall be protected, supported, and maintained in service, and restored to the condition in which they were found, all at no additional cost to the Owner. Any repair charges from the Utility Owners due to the Contractor's operations shall be the Contractor's responsibility.

## 9. TRAFFIC CONTROL

(a) Any existing street or drive shall not be closed without prior notification of and written approval from the Owner, and the responsible Fire department and Police agency.

(b) Access shall be maintained to all residences that are located on the street where the work is to be done or residence that are directly affected by the construction.

(c) Where the normal flow of traffic will be interrupted or altered, all necessary safety precautions shall be exercised. Signs and control devices shall be in strict accordance with the latest manual on "Uniform Traffic Control Devices" for streets and highways.

## 10. CONSTRUCTION GRADES AND STAKES

- (a) For the construction of the work, the Engineer will furnish the Contractor with bench marks and control points from which all lines, grades and measurements necessary for the proper prosecution and control of the work shall be set by the Contractor.
- (b) In addition to the surveys referred to above the Engineer (or his Representative) may desire to perform additional surveying in order to summarize quantities. Upon request, the Contractor shall furnish one qualified aide to assist the Engineer in those surveys, at no additional cost to the Owner.
- (c) The Contractor will set all construction alignment and construction stakes. The Contractor shall furnish competent surveyors, equipment and materials to set intermediate stakes and grades.

## 11. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

- (a) Each Subcontractor shall furnish an affidavit that he has in no way conspired to fix prices or limit competitive bidding on any part of this Contract by executing a non-collusion affidavit.

## 12. ADDITIONAL INSURANCE

- (a) In addition to the insurance requirements of the General Conditions, the Contractor shall procure and maintain during the life of the contract Owner's Protective Liability and Property Damage Insurance to protect the Owner and any of its employees, officers and agents and the Engineers, Carr & Associates Engineers, Inc. against claims arising from the operations of the Contractor or any of his subcontractors. If endorsements to the Public Liability and Property Damage Insurance policies cannot be made, then separate policies providing such protection must be furnished by the Contractor. The same limits as specified in Section 14.3.1 of the General Conditions shall be procured in additional insurance.
- (b) This insurance required of the Contractor specifically is not intended to relieve the Engineer of their Professional Responsibility which is subject to Professional Liability insurance of the Engineer.

## 13. LIQUIDATED DAMAGES

- (a) Liquidated Damages shall be the amount specified in the Contract for each calendar day (or fraction thereof) after the expiration of the Contract Date, Liquidated Damages shall be collected in the event of Contract Time Overrun.

#### 14. PROJECT SIGN

- (a) The Contractor shall furnish and erect at project location designated by the OWNER, a project sign 3' x 5' on exterior plywood, with 4 x 4 treated timber posts support, which sign shall identify the project, the OWNER, the CONTRACTOR, the ENGINEER, and show the project costs.

#### 15. PRE BID CONFERENCE

- (a) A mandatory pre-bid conference for the Contract will be held as specified in the Notice to Contractors prior to the bid date. All prospective bidders are respectfully requested to attend. The minutes of that conference will be issued to all persons on the Bidders list as of the time of the Conference, and issued with subsequent plans and specifications, and shall become a part of those specifications.

#### 16. EQUIPMENT/MATERIALS TO BE NEW, SUITABLE FOR DESIGN PURPOSE

Unless otherwise, provided on the plans or in the Special Conditions, all equipment and materials shall be new, unused, and designed and suitable for the project design use as shown or specified. Any item to be used in potable water systems shall be designed and safeguarded for human consumption of its contents.

#### 17. SUPERINTENDENT/SUBCONTRACTOR PERFORMANCE

The finish quality of the work is determined, in large part, by the skills, knowledge, energy, attention to detail, planning and management abilities of the Contractor's Superintendent, and also the Subcontractors.

Without assuming any of the Contractor's rights, or obligations under this contract, the Owner, and/or the Engineer shall have the right, but not the duty, to request that the Superintendent be replaced, or any subcontractor be removed from the project. This right shall arise from an opinion of the Owner and/or the Engineer that the affected superintendent or subcontractor does not possess, or is adequately using, the skills described above, and therefore, is adversely affecting public relations, or inter contractor relations, or if the superintendent or subcontractor ignores, or fails to follow, on a timely basis, request of the Owner, the Engineer, or the Engineer's Representative.

#### 18. RECORD DRAWINGS

Maintain at the job site two sets of full-size contract prints one set marked during construction to show any deviations which have been made from the contract drawings including buried or concealed construction and utility features revealed during the course of construction. These drawings shall be available for review by the Engineer. Upon completion of the work, submit both marked sets of prints to the Engineer. Requests for partial payments may not be approved if the marked prints are not kept current, and the request for final payment will not be approved until both sets of the record drawings are acceptable to the Engineer.

Project Title: 2025 Resurfacing Project  
Owner: The City of Calera

SECTION 00600  
SPECIAL CONDITIONS

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SECTION 00600  
SPECIAL CONDITIONS

1. DESCRIPTION OF WORK

- (a) The work to be done shall include all work necessary to construct the work associated with the various disciplines as shown and described in the plans and specifications. In general, the project consists of the construction of the repairing, resurfacing of Rushton Lane, Hermitage Lane, 19<sup>th</sup> Ave., Old Ivy Road. Furnishing all equipment, and performing all labor and services incidental to or necessary for the complete construction of this project in accordance with the plans and specifications, and the maintenance of each completed portion of the work until final acceptance of the entire project by the OWNER.
- (b) Shop drawings submittals (4 copies) are a part of the work. Such drawings shall be submitted prior to shipment at mechanical, electrical, pipe, paint, and building materials.
- (c) Plans and specifications for this contract may be reviewed at the office of the Engineers by potential BIDDERS or by the Contractor.
- (d) The work site will be maintained in a neat order during the work and promptly cleaned up upon completion of the project. Maintenance of a neat, presentable work site and prompt clean up are considered a vital portion of the work and if not accomplished in a satisfactory manner, partial payments shall be adjusted accordingly.

2. CONTRACT PLANS AND SPECIFICATIONS

- (a) The work shall be performed in accordance with the specifications contained herein and the supplemental specifications referenced herein, and the project plans which are identified by the following numbers and titles, shown on the Title Sheet of the plans, entitled:

2025 Resurfacing Project

3. SUPPLEMENTAL SPECIFICATIONS, ALDOT SECTION LISTING

- (a) The State of Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, is hereby adopted as Supplemental Specifications to these Specification for items not specifically covered herein. In the event of apparent conflict, these Specifications govern over the ALDOT Specifications.
- (b) The Section number referred to hereafter are included in the ALDOT Specifications and are listed as specific technical specifications for work in this project. (As cited in applicable sections of these specifications, and/or listed below):

SECTION NO.    TITLE                      SUPPLEMENTAL TO

All Sections

4. PROJECT SITE

- (a) The construction limits are defined as shown on the plans.
- (b) Any existing property corners that are disturbed during construction as a result of construction methods or due to the Contractor's negligence shall be re-established at the Contractor's expense by a Professional Land Surveyor.

5. ELECTRIC AND WATER SERVICE

- (a) The Contractor shall provide and maintain at his own expense any electric service required in the work.
- (b) Temporary water supply connections to the public water system required to provide water for construction purposes shall be installed at the Contractor's expense. The Contractor shall pay for all water furnished through such connections. Incidental water use will be provided at the existing facilities.
- (c) The Contractor shall submit evidence to the Engineer that he has made the necessary arrangements with the Utility before he connects to any utility service.

6. CLEARING AND GRUBBING

- (a) All areas which are to be covered with fill material shall be cleared of all vegetation, trees, stumps, large rocks, top soil and other unsuitable material as determined by the Engineer's Representative.

7. SEEDING/SODDING

- (a) After all the earthwork is completed and a 4" layer of topsoil is in place, the disturbed construction area is to be fertilized, seeded, and mulched according to sections 651-A ground preparation; 652-A seeding mix-B; 656-A mulching class A, type 1.
- (b) Sodding, where shown or directed shall be done in accordance with sections 654 A and B. The salvaging and reuse of existing sod shall be done as much as possible, where directed. Sod reused is not a pay item.

8. QUANTITIES

- (a) The quantities of the work and materials shown on the Bid Schedule or on the Plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid prices. Work for which no Bid Items shown, but necessary for the complete project shall be considered incidental with no additional pay allowed.

9. MAINTENANCE OF FLOW DURING CONSTRUCTION

- (a) The Contractor shall schedule his work to maintain normal flow through the water lines during construction, except the flow may be interrupted for 2 periods of no more than 2 hour each. The flow interruption periods shall be at the Contractor's option, but the OWNER and affected customers shall be notified at least seven days prior to the interruption.

10. PHOTOGRAPHS AND VIDEO TAPES

- (a) Photographs, and Video tapes shall be made by the Contractor prior to start of construction, adequate to show building, driveway and drainage and other facilities prior to construction to enable evaluation of potential damage claims. The minimum photographs and video tapes considered needed for this project are:

NUMBER	SIZE	TYPE (BW or COLOR)
<u>36</u>	<u>3 x 5</u>	<u>Color</u>

The minimum footage of video tape considered for this project is:

N/A

No extra payment shall be allowed for these photographs, which are considered incidental to the work.

The Engineer shall provide guidance with regard to the subject of the desired photographs.

11. BLAST SURVEYS

- (a) If blasting is required, the Contractor shall have performed, by a specialist in the area, pre blast surveys, and post blast surveys. The surveys shall consider pre existing and blast



caused damages. A certified blast survey report shall be provided to the Engineer. It is the Contractor's responsibility to obtain a blasting permit, if necessary.

## 12. TIME DELAY FOR EQUIPMENT DELIVERY

Equipment (or materials) are considered not to be the cause of delivery problems which would impact the contract time.

(b) If the Contractor believes any delivery may cause contract time problems, prior to, or not later than 14 days after the Notice to Proceed, he shall submit to the Engineer, a certified copy of the applicable purchase order, a certified statement from the supplier confirming earliest delivery dates, and justifications of any delay, to include comparisons and calculations of "normal" delivery vs the delayed delivery. The Engineer shall review such submittal and purpose for consideration any appropriate contract time extension change order. Utilization of this Section shall confirm agreement of the Contractor with the Engineer's decision. The intent is solely not to cause the Contractor to pay liquidated damages for delivery delays beyond the Contractor's control, provided timely purchase orders and confirmation with alternate suppliers have been done by the Contractor, in good faith.







**CITY OF CALERA**  
**ENGINEERING DEPARTMENT**  
 1074 10TH STREET  
 CALERA, ALABAMA 36040  
 PHONE (205) 666-3814 FAX (205) 666-3824

PROJECT ON 12/27/2024

NO. \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ REVIEW DATE \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

DRAWING TITLE: **Heritage Ln**

PROJECT NAME: **2025 RESURFACE PROJECT**

CITY OF CALERA

CLASS. REV. 1"=40'

SCALE: 1"=40'

DATE: 11/07/2024

PROJECT NO. \_\_\_\_\_

SHEET 3 OF 4

DWG. NO. \_\_\_\_\_



22' TYP

RESURFACE WITH 1" WEARING COURSE APPROX. 2335 SQ YD

MILL AND FILL 1" FROM EDGE OF GUTTER. MIN. 1" DEPTH ENTIRE LENGTH. APPROX. 600 FEET

Camden Cove PKWY

Heritage Ln







**CALERA**  
ALABAMA

**CITY OF CALERA**  
ENGINEERING DEPARTMENT  
1074 10TH STREET  
CALERA, ALABAMA 36040  
PHONE: (205) 666-3814 FAX: (205) 666-3821

REVISIONS

NO.	DESCRIPTION	BY	REVIEW	DATE

**CITY OF CALERA**  
PROJECT NAME: 2025 RESURFACE PROJECT  
DRAWING TITLE: OLD IVY SUBD  
OLD IVY ROAD

CLASS: RESURFACE  
SCALE: 1"=40'  
DATE: 11/07/2024  
PROJECT NO.:  
SHEET 6 OF 6  
DWG. NO.:

