

SPECIFICATIONS & CONTRACT DOCUMENTS
LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT

BID REQUEST NO. 3568

CITY OF GADSDEN, ALABAMA

BID DATE
OCTOBER 8, 2024

CRAIG FORD
MAYOR

HEATH WILLIAMSON
DIRECTOR OF ENGINEERING

PREPARED BY:

CITY OF GADSDEN
ENGINEERING DEPARTMENT

BIDS SUBMITTED TO:
IVA NELSON
CITY CLERK



Heath Williamson
9/9/24

LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT 3568
SPECIFICATIONS AND CONTRACT DOCUMENTS
CITY OF GADSDEN, ALABAMA

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OCP SAMPLE**

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NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Clerk, City of Gadsden, Alabama, at the City Hall, 90 Broad Street, Room 411, Gadsden, Alabama until 2:00 P.M., Tuesday, OCTOBER 8, 2024, for the LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT, Bid Request No. 3568, located in the City of Gadsden, Alabama.

Bids submitted prior to the bid opening by mail shall be directed to “City Clerk, P.O. Box 267, Gadsden, Alabama 35902-0267” or in person delivered to the office of the City Clerk, Room 401, City Hall, 90 Broad Street, Gadsden, Alabama.

Bids will be publicly opened and read at the above time and place. Specifications and contract documents are open to the public for inspection at the City Hall. Electronic (pdf) specifications and contract documents can be distributed at no cost. All bidders must be registered with the City of Gadsden Engineering Department in order to submit a bid. Bids received from unregistered bidders will be rejected.

The bidder shall file with his bid either a cashier’s check drawn on an Alabama bank, payable to the City of Gadsden, Alabama, or a bid bond executed by a surety company duly authorized and qualified to make such bonds in Alabama, in an amount equal to the lesser of five percent (5%) of the bid or ten thousand (\$10,000).

The Owner reserves the right to waive any informalities or to reject any and all bids.

The successful bidder will be required to furnish and pay for the satisfactory Performance and Payment Bond or Bond in the amount required by Section 39-1-1(a), Code of Alabama 1975, and evidence of insurance as required by the bid documents within ten (10) days after being notified that he has been awarded the contract.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The bidder must comply with all requirements of the public works bid law Section 39-2-1 et seq., Code of Alabama 1975.

Any bidder, whether a resident or non-resident of the State of Alabama, must comply with all applicable provisions of Section 34-8-1, et. seq., Code of Alabama, 1975, including requirements for licensing as a general contractor and the necessity to show evidence of license before the bid will be considered by the awarding authority. Contractors and material suppliers must be on ALDOT’s current list of approved contractors and suppliers in accordance with Section 23-8-6(a), Code of Alabama, 1975, in order to be considered and/or approved for this project. A current license number must be included on the bid.

Bidders must comply with the President’s Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must also comply with Title IV of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and Section III of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

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

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race creed, color, sex, or national origin. Bidders must also certify they will make facilities handicap accessible to the extent required by law.

THE CITY GADSDEN, ALABAMA
Craig Ford, Mayor

Iva Nelson, City Clerk

DIVISION 102

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

102.1 PROPOSALS

a. All bidders must be registered with the City of Gadsden Engineering Department in order to submit a bid. Bids received from unregistered bidders will be rejected.

b. All bids shall be submitted on forms prepared by the Owner, and shall be subject to all requirements of the Standard Specifications, project drawings and the instructions to prospective bidders. In the event of a unit price contract, the Engineering Department will check the extension of each item given in the proposal and correct all errors or discrepancies. In case of an error in the extension of prices, the unit price shall govern. The total amount obtained by adding all of the products of the unit prices and the various estimated quantities listed in the proposal shall be the Contract bid price. The unit prices shall be in ink or typed, and any alteration or erasure on the bid proposal shall be initialed by the signer.

c. The proposal shall be properly signed by the bidder and the bid documents enclosed in an envelope, which shall be sealed and clearly labeled with the words, "BID DOCUMENTS", the PROJECT NAME, the Gadsden BID NUMBER, the NAME AND ADDRESS OF THE BIDDER, and the BIDDER'S STATE OF ALABAMA CONTRACTOR'S LICENSE NUMBER. Any bids not so marked on the envelope with the contractor's license number will not be opened. The date and time for receiving bids should be shown on the envelope to guard against the premature opening of any bid.

d. The Owner may not consider any bid which is not submitted on a bid form supplied by the Engineering Department, or altered in any way.

e. The Contract shall be awarded based upon the completion of the work according to the Specifications and drawings, together with all addenda thereto, of the lowest responsive proposal submitted by a responsible contractor. The Owner reserves the right to waive any informalities or reject any and all bids. The bidder is required to submit only his lowest proposal for the work to be performed.

102.2 INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications including the drawings. Every request for such an interpretation shall be made in writing to the owner at the address shown in the Invitation for Bids. Any inquiry received four (4) or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications which, if issued, will be on file in the office of the City Engineer of the City of Gadsden, Alabama until such time that the bids are opened. In addition, addenda will be submitted to the email on file for each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

102.3 ALTERNATE BIDS

The bid contains no alternates.

102.4 BID SECURITY

a. The bid must be accompanied by a bid guaranty which shall be equal to the lesser of five percent (5%) of the amount of the bid or ten thousand dollars (\$10,000), and at the option of the bidder, may be a cashiers check or a bid bond secured by a guaranty company or a surety company in the form attached. No bid will be considered unless it is so guaranteed. Cashiers checks must be made payable to the order of the Owner. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder all as required by the Specifications.

b. In case bid security is in the form of a cashiers check, the Owner may take such disposition of the same as will accomplish the purpose for which submitted. Cashiers checks of unsuccessful bidders will be returned as soon as practicable after the opening of bids.

102.5 COLLUSIVE AGREEMENTS

INSTRUCTIONS TO BIDDERS

a. Each person submitting to the Owner a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

b. Each person submitting a bid for any subcontractor work shall submit to the contractor an affidavit in the form provided in Division 105.

c. Failure on the part of any bidder for either the prime contract or subcontracts to observe these provisions shall be cause for rejection of his bid.

102.6 CORRECTIONS

Erasures or alterations in the unit prices or other items of the proposal must be initialed by the bidder.

102.7 TIME FOR RECEIVING BIDS

a. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to an officer for premature opening of a bid not properly addressed or identified. This type of bid may not be considered.

b. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened.

102.8 OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

102.9 WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of such withdrawal over the signature of the bidder is received by the bid officer prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened. No proposal can be withdrawn, modified, or corrected after the hour set for opening the bids.

**102.10 AWARD OF CONTRACT;
REJECTION OF BIDS**

a. The Contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for bids provided his bid is reasonable and it is to the interest of the owner to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

b. The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete contracts on time, who is not in a position to perform the contract, or who has disregarded his obligations to subcontractors, material men or employees. In determining the lowest responsible bidder, the following elements, in addition to those mentioned above, will be considered; whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience; (5) has defaulted under previous contracts; (6) has failed to pay or settle bills due for labor and material on former contracts in force at the time of issuance of proposals.

c. Contractors and material suppliers must be on ALDOT's current list of approved contractors

INSTRUCTIONS TO BIDDERS

and suppliers in accordance with Section 23-8-6(a), Code of Alabama, 1975, in order to be considered and/or approved for this project.

d. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

**102.12 PERFORMANCE BONDS AND
LABOR AND MATERIAL BOND,
EXECUTION OF CONTRACT**

a. Subsequent to the award, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications in such a number of counterparts as the Owner may require. The contract shall be delivered to the Owner within the time limit specified, not to exceed ten (10) days after the instrument is submitted to the contractor for signature. Separate contract forms, in lieu of those found in these specifications, shall be used for submittal to the Owner.

b. After satisfying all conditions required for awarding the contract, as set forth in these documents, the successful bidder shall, within ten days, furnish a Performance Bond on the form included in the proposal in an amount equal to one hundred percent (100%) of the contract bid price of the contract as awarded. The successful bidder shall also furnish a Labor and Material Bond in an amount not less than 100% of the contract bid price, with the obligation that the contractor shall within ten days make payment to all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, services and equipment used in the prosecution of the work, or for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bonds.

c. The failure of the successful bidder to properly execute the Contract and to supply the required bonds in accordance with the requirements of Section 102.12 a., b., and c shall constitute a default, and the Owner may, at its pleasure, award the Contract to the next responsible bidder or re-advertise for bids; and may charge against the initial bidder the difference between the amount of the bid and the amount for which a

contract for the identical work is subsequently executed.

DIVISION 103

BID SPECIFICATIONS

BID SPECIFICATIONS

CHECKLIST FOR REQUIRED DOCUMENTS TO BE SUBMITTED AT BID

- BID FORM
- BID BOND
- NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- EQUAL OPPORTUNITY REPORT STATEMENT
- CONTRACTOR'S CERTIFICATION OF NONSEGREGATED FACILITIES

These documents shall be included and executed properly in the bid package or the bid submitted will not be considered by the awarding authority.

Company Name
(Please Print Or Type)

BID SPECIFICATIONS

BID FORM

BID NO. 3568 FOR THE CONSTRUCTION OF A LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT FOR THE CITY OF GADSDEN, ALABAMA. THE PROJECT SHALL BE BID IN ACCORDANCE WITH THE BREAKDOWN FOR THE ITEMS SHOWN BELOW AND ON PROJECT PLANS.

TO: The City of Gadsden
P.O. Box 267
City Hall
Gadsden, Alabama
Attn: City Clerk

City Officials:

103.1 The undersigned, having examined and become familiar with the local conditions affecting the cost of the work and with the Specifications (including Invitations for Bids, Instructions to Bidders, This Bid, the Form of Bid Bond, Statements of Bidder's Qualifications and Form of Contract, the Form of Non-Collusion Affidavit, the Form of Performance Bond and Labor and Material Bond and the Technical Specifications) and addenda numbered _____ to _____, as prepared by the City of Gadsden Engineering Department, Gadsden, Alabama, and on file in the office of the Director of Engineering of the City of Gadsden, Alabama, The City Hall, Gadsden, Alabama, hereby proposes to furnish all labor, materials, equipment, and services required to construct and complete "LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT". Due to the nature of work on this project, all items of work will be let in one contract or as separate proposals, whichever is applicable.

Company Name
(Please Print Or Type)

BID SPECIFICATIONS

QUANTITIES

LAKEPOINT CONCRETE REPLACEMENT PROJECT

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>BID AMOUNT</u>
1	1	L.S.	MOBILIZATION		-
2	12,271	S.F.	CONCRETE PAVEMENT REMOVAL		-
3	1500	C.Y.	UNCLASSIFIED EXCAVATION		-
4	500	S.F.	GEOSYNTHETIC REINFORCEMENT		-
5	925	TONS	CRUSHED AGG., ALDOT SECTION 825, TYPE B		-
6	2000	TON	RIP RAP, ALDOT CLASS 1		-
7	11,035	S.F.	CONCRETE PAVEMENT (6.25" THICK)		-
8	825	L.F.	COMBINATION CURB & GUTTER (SPECIAL)		-
9	1	L.S.	TRAFFIC CONTROL	-	-
10	1	L.S.	EROSION & SEDIMENTATION CONTROL	-	-
11	1	L.S.	CONTINGENCY	\$25,000.00	\$25,000.00
TOTAL BID AMOUNT					

 Company Name
 (Please Print Or Type)

BID SPECIFICATIONS

Note: Any alteration of the bid sheet may result in disqualification of the bid.

Note: Performance and Labor and Material Bond shall be based on the preceding total amount.

In submitting this bid, it is understood that the right is reserved by the City of Gadsden, Alabama to reject any and all bids. If written Notice of Acceptance of this bid is mailed to the undersigned within sixty (60) days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

103.3 Security in the sum of

_____, Dollars (\$_____) in the form of _____ is submitted herewith in accordance with the specifications.

103.4 Attached hereto is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted. Also attached is a statement of bidder's qualifications.

Date: _____ Contractor _____

OFFICIAL ADDRESS

By: _____
Title: _____

Ala. License No. _____

Federal Tax ID No. _____

Phone No. _____

Fax No. _____

Company Name
(Please Print Or Type)

BID SPECIFICATIONS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the Undersigned

as PRINCIPAL, and _____, as SURETY are held and firmly bound unto the City of Gadsden, Alabama herein-after called the "City of Gadsden", in the penal sum of _____ Dollars 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal has submitted the accompanying bid, dated _____, 20____, for _____

NOW THEREFORE, if the Principal shall not withdraw said bid after the opening of the same, and shall within the period after the prescribed forms are presented to him for signature, enter into a written contract with the City of Gadsden in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the failure to enter into such contract and given such bond within the time specified, if the Principal shall pay the City of Gadsden, the difference between the amount specified in said bid and the amount for which the City of Gadsden may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

IN PRESENCE OF:

_____	_____ (SEAL)
	Individual Principal
_____	_____
	Business Address
_____	_____ (SEAL)
	Individual Principal
_____	_____
	Business Address

Company Name
(Please Print Or Type)

BID SPECIFICATIONS

Attest:

Corporate Principal

Business Address

By _____(SEAL)*

Attest:

Corporate Surety

Business Address

By _____(SEAL)*

(Power of Attorney for person signing for surety company must be attached to bond.)

*Affix corporate seals.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____(SEAL)*

Company Name
(Please Print Or Type)

BID SPECIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

(General Contractor)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. **This information shall be submitted prior to award (if requested).**

1. Name of bidder.
2. State License #
3. Permanent main office address.
4. When organized.
5. Where incorporated.
6. How many years have you been engaged in the contracting business under your present firm name?
- 7.* Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
- 8.* General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? Please explain.
- 10.* Have you ever defaulted on a contract? Please explain.
- 11.* List the projects completed by your company within the last two years stating approximate cost for each, and the month and year completed.
- 12.* List your major equipment to be used on this contract.
- 13.* Background and experience of the principal members of your personnel, including the officers.
- 14.* Credit available; furnish written evidence.
15. Proof of enrollment in the E-Verify system.

*If necessary, attach separate sheets for these items.

BID SPECIFICATIONS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(5) He is _____ of _____
(Owner or Partner or Officer) (Firm)

_____, The Bidder that has submitted the attached Bid;

(5) He is fully informed respecting the preparation and contents of the attached Bid and of all circumstances respecting such Bid;

(6) Such Bid is genuine and is not collusive or sham Bid;

(5) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Authority or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name of bidder if the bidder is an individual)
(Name of Partner if the bidder is a Partnership)
(Name of Officer if the bidder is a Corporation)

Subscribed and sworn to before me
this ____ day of _____, _____

(Notary Public) _____
My Commission Expires _____, _____

BID SPECIFICATIONS

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

* The Bidder (Proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11246.

* The Bidder (Proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representatives indicating submission of required compliance reports signed by proposed sub-contractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1, Prior to the award of contract.

*NOTE: Failure to complete these blanks may be grounds for rejecting bid.

Name of Bidders

By_____

Title_____

Business Address:_____

Contractor's License No._____

**BID SPECIFICATIONS
WAGE, LABOR, AND EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTORS CERTIFICATION OF NONSEGREGATED FACILITIES

It is hereby certified as a contractor on federally assisted projects that segregated facilities are not maintained or provided for company employees and employees are not permitted to perform their services at any location, under company control, where segregated facilities are maintained. It is agreed that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this specification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local custom or any other reason. It is agreed further that identical certifications will be obtained from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that these certifications will be retained in the company files.

Signature

Date:

BID SPECIFICATIONS

DIVISION 104

CONTRACT

CONTRACT

THIS AGREEMENT made this the _____, day of _____, 2024, by and between _____, herein called the "Contractor" and the City of Gadsden, Alabama, a Municipal Corporation, hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials, equipment, and services and perform and complete all work required for this project in accordance with the specifications entitled:

**SPECIFICATIONS & CONTRACT DOCUMENTS
LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT
BID REQUEST NO. 3568
OCTOBER 8, 2024**

and Addenda thereto numbered ___ to ___ which said Specifications, Addenda, are incorporated herein by reference and made a part thereof.

ARTICLE 2. The Contract Price. The Owner shall pay the Contractor for the performance of the contract based on the actual quantities of work completed or material furnished in accordance with the prices shown in the following Schedule of Prices, in current funds, subject to additions and deletions as provided in the Specifications.

TOTAL CONTRACT PRICE \$ _____

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts.

- | | |
|-----------------------|-----------------------------|
| a. This Instrument | d. General Scope of Work |
| b. General Conditions | e. Technical Specifications |
| c. Special Conditions | g. Bid Documents |

This instrument, together with the other documents enumerated in this Article which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the contract. In the event that any provision in any component part of this contract conflicts with any provision of any other component, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

WITNESS

WITNESS

Contractor

By _____

Title _____

Address _____

THE CITY OF GADSDEN, ALABAMA

Craig Ford, Mayor

CERTIFICATIONS

I, _____, certify that I am the _____ 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 in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____(SEAL)*

I, hereby certify that, Craig Ford, Mayor of the City of Gadsden, Alabama is the duly elected qualified official who is authorized by the City of Gadsden, Alabama to execute this contract in the name of the City of Gadsden, Alabama.

_____(SEAL)*
Iva Nelson, City Clerk

(Print or type the names underneath all signatures.)

*(Affix corporate seal where marked (SEAL)).

STATE OF ALABAMA
COUNTY OF ETOWAH

I, _____, a Notary Public in and for said County in said State, hereby
certify that _____ whose name as
_____ of _____, a corporation, is signed to the
foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of
the contents of the instrument, he, in his capacity as such _____
executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand on _____, 2024.

Notary Public

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 Gadsden, Alabama, a municipal corporation, for use of the City of Gadsden and all persons doing work or furnishing skill, tools, machinery, supplies or materials under or for the purpose of the contract hereinafter referred to, in the full and just sum of _____

(\$ _____) in lawful money of the United States of America to be paid to the City of Gadsden, its successors and assigns to which payment 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 Principal has entered into a contract with the City of Gadsden, dated _____, 2024 for _____

all in strict accordance with the Pictures, Specifications, and other documents relating thereto; and

WHEREAS, it was one of the conditions of the award by the City of Gadsden, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE, the conditions of this obligation are such that the Principal shall in all respects fully comply with the terms and conditions of said contract and his obligations thereunder, including the specifications and proposals therein referred to and made a part thereof and such alterations as may be made on such specifications as therein provided for, and shall indemnify and save harmless the City of Gadsden against or from all costs, expenses, damages, injury or loss, to which the City of Gadsden may be subjected by reason of any doing wrong, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the Contractor, his agents, or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages or injury to property and for all work done, or skill, tools, machinery, supplies, labor and materials furnished and debts incurred by the Contractor in or about the performance of the work contracted for, this obligation is to be void.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract or the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specification.

This bond shall be for the use of the City of Gadsden and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinabove referred to.

IN TESTIMONY WHEREOF, The Principal and the Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 2024.

IN PRESENCE OF:

Individual Principal _____(SEAL)*

Business Address _____

ATTEST:

By _____(SEAL)*

Business Address _____

ATTEST:

By _____(SEAL)*

Business Address _____

*Affix Corporate Seals

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said Corporation; that I know his signature, and his signature is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

_____ (SEAL)*

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, \$_____.

NOTE: The above must be filled in by Corporate Surety

*Affix corporate seal.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ hereinafter called the Surety, are held and firmly bound unto the City of Gadsden, Alabama, hereinafter called the "City of Gadsden", a municipal corporation, for use of the City of Gadsden, and all persons doing work or furnishing skill, tools, machinery, supplies or materials under or for the purpose of the contract hereinafter referred to, in the full and just sum of

_____ Dollars (\$_____), in lawful money of the United States of America to be paid to the City of Gadsden, its successors and assigns to which payment 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 Principal has entered into a contract with the City of Gadsden, dated _____, 2024 for _____

_____ all in strict accordance with the Specifications, and other documents relating thereto; and

WHEREAS, It was one of the conditions of the award by the City of Gadsden, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE, The condition of this obligation is such, that, if said principal and all Sub-contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Sub-contractors shall promptly make payments to all persons supplying him or them with labor, materials, foodstuffs or supplies for or in prosecution of the work provided for in such Contract as well as repay the City of Gadsden any such which the City of Gadsden may pay because of any lien for labor or materials furnished for the work included in said Contract or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the Claimant or Claimants, in suits on said bond, the above obligation shall be void, otherwise to remain in full force and effect;

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

(a) Any person, firm, or corporation that has furnished labor, materials, stuffs food, 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 Sureties on this bond, right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Sureties do 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 Sureties or either of them (but not later than one year after the final settlement of said contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Sureties hereby designate and appoint the City Clerk of the City of Gadsden as the agents of each of them to receive and accept service of 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 Sureties.

(c) This bond is given pursuant to the terms of Sections 39-1-1 et seq, Code of Alabama, 1975.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work of the Specifications.

This Bond shall be for the use of the Owner and all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinabove referred to.

The undersigned principal and surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Etowah County, Alabama, and shall assure all undertakings under said agreement or contract shall assure and protect all laborers and furnishers of material on said work both as required by applicable law.

IN TESTIMONY WHEREOF, the Principal and the surety have caused these presents to be duly signed and sealed on the _____ day of _____, 2024.

IN PRESENCE OF:

Individual Principal

Business Address

ATTEST:

(Corporate Principal)

By _____ (SEAL)*

(Business Address)

(Corporate Surety)

ATTEST:

By _____ (SEAL)*

(Business Address)

*Affix corporate seals.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said Corporation; that I know his signature, and his signature is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

_____(SEAL)*

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, \$_____.

Note: The above must be filled in by Corporate Surety.

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND LABOR AND MATERIAL BONDS

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than that required by the Specification.
4. If the Principals are partners, or joint venturers each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - (a) The rate of premium in dollars per thousand; and
 - (b) The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

The full names and residences of persons and firms interested in the foregoing bids; as Principals are as follows:

_____	_____
_____	_____
_____	_____

CONTRACT PROVISION

The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR; Part 5). Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in, surrounding or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor shall comply with applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA Listing of Violating Facilities. Violations shall be reported to the owner and the USEPA Assistant Administrator for Enforcement. (EN-329)

Contract will recognize as adopted, in the future, any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy.

Date: _____

CERTIFICATION OF CONTRACT

DATE: _____

CONTRACT: **LAKEPOINT DRIVE
CONCRETE
REPLACEMENT PROJECT** _____

PARTIES: **Owner:**
City of Gadsden _____

Contractor:

BID NO. **#3568** _____

I certify that, to the best of my knowledge, the public works contract named above is let in compliance with Title 39, Code of Alabama, 1975, as amended, and all other applicable provisions of law.

Craig Ford, Mayor

Date

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, the duly authorized and acting legal representative of the City of Gadsden do hereby certify as follows:

I have examined the attached contract(s) and documents executed by the City of Gadsden and I am of the opinion that each of the aforesaid agreements has been duly executed by the City of Gadsden, acting through its duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of Gadsden; that the foregoing agreements constitute valid and legally binding obligations upon the City of Gadsden, in accordance with terms, conditions and provisions thereof; and that the contract is the result of procurement in accordance with Title 39 of the Alabama Code and applicable federal laws, rules and regulations, as they apply to the City of Gadsden.

City Attorney

Date

DIVISION 105

GENERAL CONDITIONS

GENERAL CONDITIONS

105.1 DEFINITIONS

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

a. The "Contract" means the contract executed by the Owner and the Contractor, of which these General Conditions form a part. The documents which comprise the contract are set forth in the contract form.

b. The terms "Owner" and "Contractor" mean the respective parties to the contract.

c. The "Engineer" is the Director of Engineering of the City of Gadsden, Alabama, or his duly authorized representative.

d. The term "Project" means the construction work for which is contemplated in whole or in part under this contract.

e. The term "Specifications" means the volume which includes, the Instructions and Forms (Invitation for Bids, Instructions to Bidders, Bid, Bid Bond, non-Collusive Affidavit, Statement of Bidder's Qualifications, Contract and Performance and Payment of Bond or Bonds), the General Specifications (consisting of the General Conditions, the Special Condition, and the General Scope of Work) and the Technical Specifications.

105.2 CONTRACTOR

Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used, the prime Contractor who signed this Contract is referred to. For convenience, the Technical Specification have been divided into separate headings or divisions to cover the various trades and types of materials represented in the work, and where terms such as "Concrete Contractor", "Grading Contractor", and other "Contractors" are referred to, it has been for convenience only.

105.3 SUPERINTENDENCE BY CONTRACTOR

a. The Contractor shall give his personal superintendence to the work or have a competent superintendent on the work at all times during progress with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

105.4 SUBCONTRACTS

a. The Contractor shall not award any work to any Sub-Contractor without prior approval of the Owner, which approval will not be given until the Contractor submits to it a written statement containing such information as the Owner may require concerning experience and qualifications meeting the technical specification requirements as well as the proposed Sub-Contractor's non-collusion affidavit in the following form:

GENERAL CONDITIONS

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____
(Owner or Partner or Officer) (Firm)
_____, The Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all circumstances respecting such Bid;
- (3) Such Bid is genuine and is not collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Authority or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Subscribed and sworn to before me
this ____ day of _____, _____

(Notary Public)

My Commission Expires _____, _____

GENERAL CONDITIONS

b. No proposed Sub-Contractor shall be disapproved except for cause.

c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Sub-Contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Sub-Contractors to the Contractor by the terms of the General Conditions, Special Conditions and other documents comprising the Contract insofar as they are applicable to the work of Sub-Contractors and to give the Contractor the same power as regards terminating any subcontract the Owner may exercise over the Contractor under any provisions of the Contract. The Contractor shall insert in each of his subcontracts the provisions (appropriately modified) of Sections 105.32, 105.34 and 105.35 of these General Conditions.

e. Nothing contained in the Contract shall create any contractual relation between any Sub-Contractor and the Owner.

f. **LIMITATIONS:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Engineer. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty percent (50%) of the total contract cost. Any items designated by the Engineer as "specialty items" may be performed by sub-contract and the cost of any such specialty items performed by contract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall relieve the Contractor of his liability under the contract and bonds.

105.5 OTHER CONTRACTS

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor. Where more than one prime Contractor is employed on the site, it shall be responsibility of the Owner to coordinate the work of all such prime Contractors unless otherwise expressly provided herein.

105.6 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Sub-Contractors, or materialmen engaged upon the work. The Contractor shall be prepared to guarantee to each of his Sub-Contractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other Contractors.

105.7 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any Sub-Contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Sub-Contractor by agreement or arbitration, if such other Contractor or Sub-Contractor will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claim against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

GENERAL CONDITIONS

105.8 PAYMENTS TO CONTRACTOR

a. Subject to submission by the Contractor of the written certifications required of him and his Sub-Contractors by Section 105.32 of the General Conditions, partial payments will be made as the work progresses not later than the fifteenth day of each calendar month for work done during the preceding calendar month on estimates certified by the Engineer. In preparing estimates only the material in place will be considered. Estimates for monthly payments must be submitted at least twenty (20) days in advance of the date set for payment.

b. In making such partial payments for the work there shall be retained five percent (5%) of the estimated amount up to fifty percent (50%) of contract amount until final completion and acceptance of all work covered by the Contract.

c. All work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of work upon which payments have been made or the restoration of any damaged work, whether such damage has been caused by the Contractor or by other Contractors of the Owner or others, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract. In the event the work of the Contractor has been damaged by other Contractors or by others than the employees of the Owner in the course of their employment, the Contractor agrees to restore such damaged work without cost to the Owner and to seek redress for his damage only from those who directly caused it.

d. Upon completion and acceptance by the Engineer of all Work required hereunder, the Engineer shall issue a final certificate that the balance is due the Contractor. Immediately after receipt of the final certificate the Contractor shall give notice of said completion of the work by advertisement in some newspaper of general circulation published in the City of Gadsden, Alabama, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the Owner by affidavit of the publisher, to which affidavit shall be attached a printed copy of the notice, provided by Section 39-1-1(f), 1975 Code of Alabama.

Upon the expiration of ten days following the fourth publication, but not earlier than thirty (30) days after the completion and acceptance of the work and issuance of final certificate aforesaid, the Owner shall make final payment to the Contractor of the balance due under the Contract, less such amounts as may have been withheld by the Owner from time to time, as provided for in these specifications.

e. The Owner, before making any payment, may require the Contractor to furnish releases or receipts from all persons performing work and supplying material to the Contractor, if the Owner deems the same necessary in order to protect its interests. The Owner, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

f. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner against any claims that may be urged against the Owner and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or materialmen, for labor or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and shall not require the Owner to determine or adjust any claims or disputes between the Contractor and his Sub-Contractors or materialmen, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

105.9 CHANGES IN THE WORK

a. The Owner may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without

GENERAL CONDITIONS

relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the conditions of the original contract.

b. Except in an emergency endangering life or property, no change shall be made by the Contractor unless in pursuance of a written order from the Engineer, authorizing the change and no claim for any adjustment of the Contract Price or time shall be valid unless so ordered.

c. In determining the value of any change, either additive or subtractive, the contracting parties are restricted to the use of the three following methods, singly or in combination. Method (1) shall be used to establish the equitable value of the change in every case where it can be fixed prior to performance of the changed work. Method (2) and no other, shall be used to establish changed values for any and all items for which unit prices are set forth in the Contract. Method (3) shall be used only to establish values which are indeterminate otherwise, or in an emergency endangering life or property. The Engineer at the time he issues the written order to proceed shall in the case of both methods (2) and (3), fix a maximum amount to be spent on the work which shall not be exceeded. If additional work remains to be done after that sum has been expended, the additional work shall be the subject of a separate written order.

1. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the Order, and the order shall stipulate the corresponding lump sum adjustment of the Contract Price.

2. The applicable unit price shall be applied to the net change in quantity, estimated or actual as agreed, of the item involved.

3. The order shall direct the Contractor to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately and present, in such form and at such times as the Engineer may require, a correct account of the cost, together with all proper vouchers and supporting papers therefore. Upon completion of the change and agreement upon the total value thereof, the Engineer shall issue a second written order, processed in accordance with the provisions of Section 105.10b or 105.10c, effecting the equitable adjustment of the contract price.

d. Under Methods (1 and (3), for extra work performed, the allowances for overhead and profit combined, included in the total cost to the Owner shall not exceed ten percent (10%) of the Contractors net additional cost. There shall be no additional cost added under method (2).

This percentage shall be applied to the net additional cost as defined in subsection e. immediately following. If the net cost value of a change results in a credit from the Contractor, the credit given shall be the net cost without overhead or profit.

e. The "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "Cost" as used herein may include all items of labor or materials, the use of power tools and equipment, and all such items of cost as public liability and workmen's compensation insurance, pro rate charges for foremen, social security, old age and unemployment insurance. Among the items to be considered as overhead are insurance other than as mentioned above, bond premiums, supervision, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense, and all other items not included in the cost as herein defined.

f. Every order issued by the Engineer which effects an adjustment of the contract price shall be supported by itemized, bona fide, written proposal from the Contractor to the Owner, submitted prior to preparation of the order, in multiple copy form as required.

g. Should the Contractor encounter or the Engineer discover during the process of the work, sub-surface or latent conditions at the site materially differing from those shown in the Specifications, the attention of the Engineer shall immediately be called to such conditions before they are disturbed. If the Engineer finds that they so materially differ, he shall at once make such changes in the Specifications as he may find necessary, and any adjustment in the Contract price or time as may be justifiable shall be made by means of a written order as provided herein.

h. Subject to the provisions of Section 10 and 12 of the General Conditions justifiable extensions of Contract time because of changes ordered may be granted by the Owner.

GENERAL CONDITIONS

105.10 CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Engineer stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, and prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more works, than would be reasonably estimated from the plans and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the maps and plans shall at once be reported to the Engineer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Engineer.

d. If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract price or time is justifiable, the procedure shall then be as provided herein for "Changes in the work".

e. By execution of the Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, that he understands that other contracts will be let for other work, which other work will be performed in the same general area or contiguous thereto during part or all of the time that he performs his Contract, and that he fully understands the facilities, difficulties and restrictions attending the execution of the work under the Contract, and that he will make no claim for extra compensation because of said conditions, restrictions or difficulties, or because his work has been delayed or interfered with by reason of the fact that others are working in the

same general area or contiguous thereto. The Contractor further warrants that he has thoroughly examined and is familiar with the Specifications, and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing, in no wise relieves him from any obligation under the Contract and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

105.11 RIGHT OF OWNER TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to his employees or to his Sub-Contractors, or persistently disregard instructions of the Owner or Engineer or fail to observe or perform the provisions of the Contract, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over and prosecute the work to completion, by contract or otherwise and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. In any such case the Owner may take possession of and utilize in completing the work such materials, appliance, and plant as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of the Owner's rights under any other provisions of the Contract.

105.12 DELAYS - DAMAGES

GENERAL CONDITIONS

a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Special Conditions, Division 106, or any extension thereof, or fails to complete said work within such times, the Owner may by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Owner may take over the work and prosecute the same to completion, by contract or otherwise and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Until such time as the Owner terminates the right of the Contractor to proceed, the Contractor shall continue the work, and the Contractor shall pay to the Owner as fixed, agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay until the work is completed, or accepted, or until such time as the Contractor's right to proceed shall be terminated, the amount as set forth in the Special Conditions, and the Contractor and his sureties shall be liable for the amount thereof. In the event the Owner shall at any time subsequent to the date of completion, as established in the Contract or any amendment thereto, terminate the Contractor's right to proceed, such termination shall not relieve the Contractor of the payment of the liquidated damages which have accrued from the completion date as established in the Contract, up to and including the date of the termination of the Contractor's right to proceed. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due 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 Government, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, and unusually severe weather or delays of Sub-Contractors due to such cause, if the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of

the causes of delay, the Engineer shall ascertain the facts and the extent of delay. The Owner shall extend the time for completing the work when in its judgment the findings of facts of the Engineer justify such an extension, and his findings of fact thereon shall be final and conclusive upon the parties hereto.

b. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

105.13 ASSIGNMENT OF CONTRACT

The Contractor's obligation and duties under this Contract shall not be assigned in whole or in part by the Contractor without the written approval of the Owner, but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution, nor shall this provision preclude the Contractor from subletting, as provided in this Contract, parts of the work in accordance with the general practice of the construction industry. This Contract may be assigned by the Owner to any corporation, agency, or instrumentality authorized to accept such assignment.

105.14 OWNERSHIP OF SPECIFICATIONS

Except the Contractor's executed set, all specifications are and remain the property of the Owner. Such specifications are not to be used on other work, and those sets in usable condition shall be returned to the Owner, upon request, at the completion or cessation of the work or termination of the contract.

105.15 SHOP DRAWINGS

a. Shop drawings of all fabricated work shall be submitted to the Engineer for approval and no work shall be fabricated by the Contractor save at his own risk, until approval has been given. The Contractor will be advised as to the exact procedure to be followed with respect to the number of prints required, where submitted, letters of transmittal, making corrections, etc.

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Five (5) prints of finally approved shop drawings will be required.

b. The Contractor shall submit all shop drawings on dates sufficiently in advance of requirements to afford the Engineer ample time for checking same, including time for correcting, resubmission and recheck, if necessary, and no claim for extension of the contract time will be granted the Contractor by reason of his failure in this respect.

c. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter or transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

d. Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Engineer deems to be a minor adjustment in the interest of the Owner not involving a change in Contract price or extension of time, the Engineer may approve the drawings but the approval will contain, in substance, the following:

"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and bond or bonds."

e. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

105.16 REQUESTS FOR SUPPLEMENTARY INFORMATION

a. It shall be the responsibility of the Contractor to make timely requests of the Engineer for such additional information, not already in his possession, which he will require in the planning and production of the work. Such requests may be submitted from time to time as the need is approached, but each such request shall be filled in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information which the Engineer may require in responding to the requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

105.17 MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal" to any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Engineer for approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning the materials or articles which he proposes to incorporate in the work. (See Samples, Certificates, and Tests" Section 20 of the General Conditions).

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c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as American Society for Testing Materials, and American Association of State Highway Officials or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. Specific reference in the Technical Specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor in such cases, may at his option use any article, device, product, or material, fixture, form or type if construction which, in the judgment of the Engineer expressed in writing, is equal to that named.

105.18 SAMPLES, CERTIFICATES AND TESTS

a. No material for which samples are required shall be delivered to the site for use until representative samples have been approved in writing by the Engineer.

b. The Contractor shall furnish for approval all samples (and certificates related to them) as stipulated under the several divisions of the Technical Specifications as well as all other samples as requested by the Engineer. Samples shall be delivered with all transportation charges prepaid to a location designated by the Engineer and in ample time for proper consideration and action. In general, twenty (20) days is the minimum time required for making tests.

c. Pack samples so as to reach their destination in good condition; ship in tight metal containers samples of paste or liquid materials.

d. Label, or otherwise properly mark on the container the material or product represented, its place or origin, the name of the producer, the name of the Contractor, and the name and symbol of the Project for which it is intended.

e. Submit to the Engineer, in triplicate, a certificate describing each sample submitted for approval, certifying that the material, equipment or accessory submitted complies with Contract requirements. The certificate shall include the following information:

1. Name and brand of the product, name of manufacturer, location of plant.

2. Name and location of at least two projects on which substantial quantities of the Material represented by the samples were used, and the approximate dates of use or installation.

3. An outline showing chemical and physical properties of the material represented by the sample submitted and giving the name of the laboratory or testing authority which obtained the data, and the dates of the tests.

(Note: The information required by this subparagraph (3) may be omitted in the case of materials required to conform to standard as specified; provided, a certified statement by an acceptable laboratory or testing authority is furnished in lieu thereof.)

4. If the statement originates with the producer, the Contractor shall endorse all claims and submit the statement in his own name; he shall also guarantee that all materials furnished for use on the Project will be in compliance with the samples and certified statements.

f. Approval of any material shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements after actual deliveries, the Owner will make such check tests as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner shall have the right to cause their removal and replacement by proper materials or to demand

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and secure such reparation by the Contractor as is equitable

g. When a material has been approved, no change in brand or make will be permitted unless:

1. The manufacturer cannot make satisfactory delivery; or
2. The material delivered fails to comply with the Contract requirements.

h. Whenever materials are required to comply with A.S.T.M. Standards or AASHO Specifications, and such specification shall be accepted as establishing the technical qualities and testing methods, they shall not govern the number of tests required to be made. The number of tests required on material delivered, for use shall in all cases be at the discretion of the Owner. They may require laboratory tests on samples submitted for approval or they may approve materials on the basis of data submitted in certificates with samples.

i. Check tests will be made on materials delivered for use only as frequently as the Owner considers necessary to insure compliance of materials used with Contract requirements.

j. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor will furnish without extra cost, including packing and delivery charges, all samples required for testing purposes.
2. The Contractor will assume all costs of retesting materials which fail to meet contract requirements.
3. The Contractor will assume all costs of testing materials offered in substitution for those found deficient; and
4. The Owner will pay all other expenses.

105.19 PERMITS AND CODES

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules

and regulations. The contractor shall obtain a City of Gadsden business license and all applicable building permits required prior to commencing work. The intent of this Contract is that the Contractor shall base his bid upon the Specifications, but that all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the Specifications for compliance with applicable codes and regulations bearing on the work, and shall immediately report any discrepancy to the Engineer. Where the requirements of the Specification fail to comply with the applicable code and regulation, the Owner shall adjust by change order the Contract to conform to the code or regulation (unless waivers in writing covering the differences have been granted by the governing authority) and shall make appropriate adjustment in the Contract price. Should the Contractor fail to observe the foregoing provisions and install work at variance with any applicable code or regulation as may be amended by waivers (notwithstanding the fact that such installation is in compliance with the Technical Specifications), the Contractor shall remove such work without cost to Owner, but a change order shall be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the item involved.

105.20 CARE OF THE WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Owner, and whether or not the damage to his work was caused by the Contractor or by other Contractors, or by other than the employees of the Owner in the course of their employment.

b. The Contractor shall provide and maintain sufficient barricades, signs signals and competent watchmen required, both day and night, including Saturdays, Sundays, and Holidays, from the time the work is commenced until final

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completion and acceptance, in accordance with the latest edition of the Alabama Manual on Uniform Traffic Control Devices.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. Likewise, he shall so act if instructed to do so by the Engineer. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Engineer, and as provided in the Contract.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, adjoining property, the work of other Contractors and the property of the Owner and others, and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Project. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages from which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

105.21 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and the Contractor shall be responsible for any additional safety and health measures required to provide a safe construction operation.

Machinery equipment and all hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable law.

105.23 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as needed. Drinking water shall be provided from a proved safe source, so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

105.23 USE OF PREMISES

a. The Contractor shall confine his apparatus, storage of materials, and construction operation to the limits prescribed by ordinances or permits or as may be directed by the Engineer, and shall not unreasonably encumber the premises with his materials.

b. The Contractor shall not load any structure or permit any part thereof to be loaded to such an extent as to endanger its safety.

c. The Contractor shall comply with and enforce any instruction of the Engineer, or local laws regarding signs, advertising, fires, danger signals, barricades and smoking.

105.24 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clean. Upon completion of the work, he shall remove all temporary construction, facilities and unused materials provided for the work, and put the

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project and premises in a neat and clean condition and do all cleaning and washing required by the Specifications. Trash and combustible materials shall not be allowed to accumulate on the premises.

105.25 INSPECTION

a. All material and workmanship shall be subject to inspection, examination or test by the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the premises and satisfactorily replaced with proper material without charge thereof. If the Contractor fails to proceed at once with the correction of rejected defective material or workmanship, the Engineer may by contract or otherwise have the defects remedied or rejected materials removed from the site and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests that may be required. (See Samples, Certificates and Tests, Section 105.20 of the General Conditions). All tests by the Engineer shall be performed in such manner as not to unnecessarily delay the work. Special, full size, and performance tests shall be as described in the Technical Specifications.

c. If any work be covered up without approval or consent of the Engineer, it must, if requested by the Engineer, be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the Contractor or his Sub-Contractors, the Contractor shall defray all the expenses of such examination and of satisfactory

reconstruction. If, however, such work is found to meet the requirements of the examination, replacement cost plus fifteen per cent (15%), shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of material and finished articles to be incorporated in the work at the site may be made at the place of production, manufacture, or shipment whenever the quantity justifies it, unless otherwise stated in the Technical Specifications; and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

e. Neither inspection, testing, approval nor acceptance of the work, in whole or in part, by the Owner or its agent shall relieve the Contractor of his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

105.26 REVIEW BY OWNER

The Owner and its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, contracts, books of account, and other relevant data and records; provided, however, that all instructions and approvals with respect to the work shall be given to the Contractor only by the Owner, the Engineer or their authorized representatives or agents.

105.27 FINAL INSPECTION

a. When the work is substantially completed the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on

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a definite date which shall be stated in such notice. Such notice shall be given at least ten (10) days prior to the date stated for final inspection.

105.28 DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Owner.

105.29 INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.

a. Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

b. Commercial General Liability

Insurance and Auto Insurance: The Contractor shall procure and shall maintain during the life of this Contract Commercial General Liability and Auto Liability. The Auto Liability shall cover all owned, non-owned and hired autos. Insurance limits shall be provided in the amounts specified below.

The Contractor's Commercial General Liability Insurance shall have the following limits of \$1,000,000 each occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal and Advertising Injury. This shall be written on a Per Project Basis with coverage being primary/non-contributory and include a 30-day notice. The Auto Liability shall have a \$1,000,000 limit on Each Accident Combined Single Limit.

c. Subcontractor's Commercial General Liability Insurance: The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Commercial General Liability and Auto Liability Insurance of the type and in the limits specified in subparagraph (b) hereof, or (2) insure the activities of his policy, specified in subparagraph (b) hereof.

d. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractor, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract. It is required that the Owner be added as additional insured under the Contractor's, and Subcontractor's Commercial General Liability for both ongoing and completed operations. Completed operations shall be defined as a period of 2 years following final payment. The Owner shall also be listed as additional

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insured under the Auto Liability and Umbrella Liability. The Commercial General Liability, Auto Liability and Umbrella Liability shall also include a waiver of subrogation for the Owner.

e. Builder's Risk Insurance (Fire Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builders risk Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project (all structures and buildings above grade) for the benefit of the Owner, the Contractor, and the Subcontractors as their interests may appear. This provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

f. Proof of Carriage Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after (30) days written notice has been received by the Owner.

g. Umbrella Liability Coverage: The Contractor shall provide Umbrella Liability coverage with a limit of liability of not less than \$1,000,000 and shall apply to the Commercial General Liability, Auto Liability and Employers Liability coverage.

h. Owner's Protective Liability Policy: **The Contractor shall furnish an Owner's Protective Liability Policy which lists the Owner as Named Insured. This insurance coverage shall be provided in a policy separate from the Contractor's insurance policies.**

The limits of liability shall not be less than \$1,000,000.

i. The Contractor hereby agrees to hold harmless, indemnify and defend the

Owner, the Owner's agent, Consulting Engineer, and the Owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the owner, his agents or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work.

Sample Certificates of Liability follow:

105.30 OMIT

105.31 QUALIFICATIONS FOR EMPLOYMENT

No persons under the age of sixteen (16) years and no person undergoing sentence of imprisonment shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project, provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

105.32 NON-REBATE OF WAGES

The Contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40 U.S.C. Sec. 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment, and the Contractor agrees to insert a like provision in all Sub-Contractors hereunder.

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105.33 WAGE CLAIMS AND ADJUSTMENTS

In cases of underpayment of salaries or wages to any engineers, technicians, laborers, or mechanics by the Contractor or any of his Sub-Contractors, the Owner may withhold from such Contractor out of payment due, an amount sufficient to pay persons employed on the work covered by the Contract the difference between the salaries or wages required to be paid under the Contract and the salaries or wages actually paid such employees for the total number of hours worked, and the amounts withheld may be disbursed by the Owner for and on account of the Contractor or the Sub-Contractor to the respective employees to whom they are due. The Owner shall in cases of such underpayment withhold such moneys, provided, that the Owner shall not be considered in default under this sentence if it has in good faith made payments to the Contractor in reliance upon an affidavit of the Contractor that the salaries and wages required under his contract have actually been paid.

105.34 PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature of kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

105.35 WARRANTY OF TITLE

No material, supplies or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the work and agrees, upon completion of all work, to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges and further agrees that neither he nor any

person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provision of this paragraph shall be inserted in all sub-contracts and material contracts and notice of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

105.36 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Engineer will give notice of observed defects with reasonable promptness.

105.37 LIVE UTILITIES AND OTHER PROPERTY

The Contractor shall assume all responsibility for damage to any property upon, or passing through, the site but excluded from the work or not owned by the Owner, such as utility lines or like items.

105.38 TRUCK WEIGHTS

The weights of trucks hauling materials for this project shall meet the requirements of Chapter 9, Article 2, of Title 32, Code of Alabama, 1975.

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105.39 INDEMNIFICATION

a. 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 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, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

b. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by an employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Sub-Contractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.

105.40 LIMITATIONS ON RESPONSIBILITIES

a. Neither the authority of the Owner or Engineer to act under this Section 105, nor any decision made by either of them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility to the Contractor, Sub-Contractor, any of their agents or employees or any other person performing any of the Work.

b. Neither the Owner nor the Engineer will be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and program incident thereto, nor will they be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

c. Neither the Owner nor the Engineer will be responsible for the acts or omissions of the

Contractor, any Sub-Contractor, any Supplier or any of his or their agents or employees, or any other persons performing or furnishing any of the Work.

d. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Owner or Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the Owner or Engineer any duty or performance of the Work or any duty or authority to undertake responsibilities contrary to the provisions of paragraph 105.41b. or 105.41c.

105.41 SAFETY AND PROTECTION

a. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

b. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to their protection from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of

GENERAL CONDITIONS

adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 105.41b. or 105.41c. caused, directly or indirectly in whole or in part, by Contractor, any Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be responsible, shall be remedied by Contractor (except damage or loss attributable to the fault of the Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be responsible, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the Owner and Engineer.

c. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated by Contractor to Owner.

d. EMERGENCIES: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Engineer or Owner, shall act immediately to prevent threatened damage, injury or loss. Contractor shall give the Engineer and Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

DIVISION 106

SPECIAL CONDITIONS

106.1 APPLICATION

This general scope of work division of the General Specifications is applicable to all work called for by the specifications.

106.1A TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 1) The work shall commence on or before the starting time stipulated in the Notice to Proceed and shall be fully completed within **45 consecutive calendar days**.
- 2) The liquidated damages for this project shall be **\$500 dollars per day** chargeable to the contractor each day the project continues in excess of the allotted time for completion until such time that the project is accepted by the Owner.

106.2 PROJECT SITE

The project site is located on Lakepoint Drive in the City of Gadsden.

106.3 RESPONSIBILITIES OF THE CONTRACTOR

- 1) Contractor shall be licensed as a General Contractor by the State of Alabama.
- 2) Except as otherwise specifically stated in the General Specifications, the Contractor shall provide and pay for all material, labor, tools, equipment, lights, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other necessary services and facilities of every nature whatsoever necessary to execute the work to be done under the Contract and deliver it complete in every respect within required time.

106.4. WORK NOT INCLUDED IN THE CONTRACT

There is no work mentioned in the Specifications, which shall be excluded from the Contract.

106.5 PROJECT NOTES

General

- 1) The Contractor shall submit a paving schedule complete with projected start and end dates for all streets to be resurfaced to

be reviewed by the City of Gadsden Engineering Department at the preconstruction conference. Work will not commence until a paving schedule has been approved by the Engineer.

- 2) The Contractor shall supervise and direct all work. The contractor is responsible for the means, methods, techniques, sequences and procedures of construction.
- 3) Job safety is the sole responsibility of the Contractor. Any inspections performed to check the work performed by the Engineer or the designated engineering representative will not include a safety inspection
- 4) It shall be the contractor's responsibility to field measure and verify all quantities prior to ordering material. The Contractor shall only be paid for material installed in the field as directed by the Engineer.
- 5) Materials and construction requirements shall meet the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, latest edition. Should there be any conflicts between the City specifications and ALDOT specifications, the City specifications govern.
- 6) The contractor is responsible for coordinating with and field locating all utilities prior to commencement of all construction activities. Any existing utility line damaged during construction shall be replaced in a manner approved by the appropriate utility at the sole expense of the Contractor.
- 7) The contractor shall perform video or photographic preconstruction documentation for the surrounding area and property to establish the existing conditions.
- 8) Any reference in the plans or specifications to a specific article, device, product, material, equipment, etc., by name, make, or model shall be interpreted as establishing a baseline standard of quality only and shall not be construed as limiting competition. The contractor shall have the option of submitting any substitution to the Engineer for any specific article, device, product, material, equipment, etc., and request a review for "approved equal" status. The

Engineer shall have the sole authority to accept or reject each substitution request received.

- 9) The City reserves the right increase or decrease plan quantities at the unit price bid. If the contractor believes the added quantities warrant a change in the contract time, it shall be the Contractor's responsibility to contact the city engineer to negotiate a change within 7 days from the date the direction is given. Failure of the contractor to notify the engineer within the timeframe stated, shall result in no change in the contract time.
- 10) The Contractor shall provide the City of Gadsden Engineering Department a minimum of 48 hours' notice of any contract work to be performed.
- 11) It is the Contractor's responsibility to contact homeowners within the limits of the project, a minimum of 48 hours prior to any construction activities taking place. At a minimum, the Contractor shall leave a written notice on the front door of the residence.
- 12) The contractor shall dispose of all material removed in an approved manner and location, in accordance with all Local, State, and Federal regulations as a subsidiary obligation to the project.
- 13) Contractor shall protect all work during construction and be responsible for the performance of all material and work performed and guarantee such for a period of one year from the time of overall project acceptance.
- 14) Contractor shall be responsible for protecting exposed soils and disturbed areas thru completion of project. Should it become necessary for any soils to be reconditioned, the contractor shall do so at no additional cost to the owner
- 15) Upon completion, immediately backfill, grade, and completely restore all areas disturbed during the course of construction to a level equal to or better than pre-construction conditions.
- 16) The City shall check the concrete upon arrival to the project site, prior to installation. The City reserves the right to

refuse any concrete not meeting standards. The Contractor will not be compensated for any concrete rejected by the City.

- 17) Should the Engineer determine that the in-place subgrade material is unsatisfactory and additional stabilization is required, then only at the direction of the Engineer or his representative, the contractor shall excavate an additional depth as directed, prepare the subgrade and backfill as directed by the Engineer or his representative. Additional excavation and backfill material will be paid for under the appropriate pay item.

Traffic Control

- 1) Contractor shall submit a sequence of construction and traffic control plan for approval prior to commencement of construction.
- 2) Contractor shall minimize property accessibility disruptions as much as possible. Complete closures shall be limited to 5 days maximum.
- 3) Traffic control shall be in accordance with the current federal Manual on Uniform Traffic Control Devices.

Explanation of Bid Items

Item No. 1 – Mobilization: contract lump sum price bid shall be payment in full to furnish all labor, equipment, and materials required to mobilize to each site and perform all administrative requirements from beginning to completion. Contractor shall receive payment for one mobilization for the entire contract, regardless of how many mobilizations actually occur.

Item No. 2 – Concrete Pavement Removal: contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to sawcut, remove, and dispose of the existing concrete pavement sections as shown on the plans and directed by the Engineer.

Item No. 3 – Unclassified Excavation: contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to excavate, load, haul, and dispose of all material required to be removed below the existing concrete pavement in order to reach the planned subgrade depth of 12.25" from finished grade. This pay item shall also be used to remove any material encountered at or below planned subgrade that is deemed by the Engineer as unsuitable to remain in place, including muck excavation. The onsite representative shall measure

the approved excavated area once the excavation is complete to determine the cubic yards eligible for payment.

Item No. 4– Geosynthetic Reinforcement: contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to install geotextile filter fabric for subgrade stabilization in accordance with the manufacturer’s recommendations only at locations directed by the Engineer in the field. The baseline material for the geotextile fabric shall be Mirafi HP570 (approved equal products will be allowed).

Item No. 5 – Crushed Agg, ALDOT Section 825, Type B: contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to install the crushed aggregate base course as shown on the plans, directed by the Engineer, and called for in Section 303.

Item No. 6 – Rip Rap, ALDOT Class 1: contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to install class 1 rip rap only at the locations directed by the Engineer for subgrade stabilization.

Item No. 7 – Concrete Pavement (6.25” Thick): contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to install the concrete pavement as shown on the plans and as called for in the enclosed Geotech report. The unit price bid shall include, preparation and compaction of the subgrade to 100% standard Proctor, installing, forming and pouring 4,000 psi concrete (28 day compressive strength design with entrained air), installing 6x6 #10/10 WWR, and installing control and expansion joints as directed by the Engineer. The WWR shall be installed in the middle 1/3 of the slab being poured by using chairs or other approved blocking method. Concrete mix design shall be submitted for approval.

Item No. 8 – Combination Curb & Gutter (Special): contract unit price bid shall be payment in full to furnish all labor, equipment, and materials required to construct the combination curb and gutter at the location shown on the plans and as called for in Section 602. The combination curb & gutter shall match the typical profile of the in-place construction.

Item No. 9 – Traffic Control: contract lump sum price bid shall be payment in full to furnish all labor, equipment, and materials required to perform all traffic control requirements in accordance with MUTCD standards. Contractor shall submit a traffic control plan for approval prior to commencement of construction.

Item No. 10 – Erosion & Sedimentation Control: contract lump sum price bid shall be payment in full to furnish all labor, equipment, and materials required to install and maintain adequate erosion and sedimentation control measures in accordance with the Alabama Handbook, latest edition, for the full duration of the project. Should any erosion or sedimentation occur from the project site (or downstream of the site), the contractor shall completely restore the affected areas without any additional cost to the City. For this project, contractor shall pay special attention to inlet control and tracking sediment from the site.

Item No. 11 - Contingency: The contingency item shall only be used as approved and directed by the Engineer.

SECTION 303

DENSE GRADED, CRUSHED STONE BASE

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
303.1	SCOPE	1
303.2	MATERIALS	1
303.3	BASE INSTALLATION	
1		

SECTION 303

DENSE GRADED, CRUSHED STONE BASE

303.1 SCOPE

- a. This division includes the furnishing and construction of all base materials within the right-of-way, as indicated on the drawings and as specified herein.

303.2 MATERIALS

- a. All material and workmanship shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition.

303.3 BASE INSTALLATION

- a. Perform grading to bring subgrade, after final completion, to required grades and sections for improvements.
 1. Compact traces of trenches to the same compaction as the surrounding completed sub-base.
 2. Remove spongy and otherwise unsuitable material and replace with approved material.
 3. Loosen exceptionally hard spots and re-compact.
 4. Take every precaution to obtain a subgrade of uniform bearing power.
 5. Maintain subgrades in a satisfactory condition and properly drained until surface improvements are placed.
- b. Coarse aggregate shall be spread on subgrade in layers that will not exceed 6" thickness of compacted base course when completed. Thickness of base for each street is shown on plans.
 1. Material shall be spread to avoid pockets of fine or segregated sized materials.
- c. Each layer shall be compacted to 100% density by using an effective combination of compaction equipment. Such equipment shall be of a type that will insure required density for the full depth of the layer.
 1. Rolling shall be fully and carefully done, each trip of roller overlapping previous run, rolling from each side toward the center and going over material until stone does not creep ahead of roller.
 2. If pockets develop in base course over 1/2" in depth, stone shall be loosened, materials added as needed and process repeated.

SECTION 602
CONCRETE CURB & GUTTER

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
602.1	SCOPE	1
602.2	CONCRETE MATERIALS	1
602.3	FORMS	1
602.4	SECTIONS	1
602.5	EXPANSION JOINTS	2
602.6	PLACING CONCRETE	2
602.7	SUBGRADE	2
602.8	FINISHING	2
602.9	PROPORTIONING AND MIXING	3
602.10	STORAGE OF MATERIALS	3
601.11	TESTING AND INSPECTION OF CONCRETE MATERIALS	3
602.12	CURING AND PROTECTION	4
602.13	BACKFILLING	4
602.14	CERTIFICATES	4
602.15	CLEANING UP	4
602.16	BASIS OF PAYMENT	4

SECTION 602

CONCRETE CURB & GUTTER

602.1 SCOPE

- a. This division includes curb and gutter, curbing, valley gutter, and other accessory work necessary to compose a complete paving improvement project in every way.

602.2 CONCRETE MATERIALS

- a. Material and workmanship shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition.

602.3 FORMS

- a. Forms shall be of wood or metal, straight and free from warp and of sufficient strength, when staked, to hold the concrete true to line and grade without springing or distorting.
 1. Wood forms shall be of at least two inches (2") in thickness for straight sections, one inch (1") for radii of curbs, and shall be selected plank surfaced on all sides.
 2. Metal forms shall be of approved section and shall have a flat surface on top.
- b. The depth of forms shall be equal to the depth of the curb and gutter.
- c. Forms shall be securely fastened at the tops and shall be staked, braced and held together to exact line and grade established. Forms shall be sufficiently tight to prevent the leakage of mortar.
- d. Forms shall be cleaned and oiled immediately before concrete is placed.

602.4 SECTIONS

- a. Curb and gutter valley gutter and curbing shall be constructed in sections of uniform lengths of ten feet (10') unless shown otherwise on the drawings. The length of section may be reduced as necessary to form closures but no section less than five feet (5') will be permitted.
- b. Curved curb at intersections shall extend around the curve and one foot (1') beyond the point of tangent.
- c. Curb and gutter sections shall be separated by sheet steel templates set perpendicular to the face and top of the curbing.
 1. Templates shall be 1/8" thick and shall be the full width of the gutter and not less than two inches (2") deeper than the depth of the curb and gutter.

602.5 EXPANSION JOINTS

- a. Expansion joints shall be filled with premolded expansion joint filler as specified and shall be placed not more than fifty feet (50') apart and at points of curve of street returns.
 - 1. Premolded expansion joint filler shall be 1/2" in thickness.
 - 2. Premolded expansion joint filler shall extend entirely through the expansion joint and shall conform to the cross section of the curb.

602.6 PLACING CONCRETE

- a. Subgrade and forms shall be checked and approved just prior to the placing of concrete.
 - 1. All debris or other foreign material shall be removed from the space to be occupied by the concrete.
 - 2. The subgrade shall be moist but not wet or muddy.
- b. Concrete shall be placed in the forms and shall be tamped, spaded or vibrated sufficiently to produce a dense homogenous mass and to bring the mortar to the surface.
 - 1. Particular attention shall be given to spading concrete along and against the surface of the forms to prevent honeycombing and to secure a smooth and uniform surface.
- c. Joint template shall be set during placing of the concrete.

602.7 SUBGRADE

- a. The subgrade shall be constructed or excavated to the required depth below the finished surface as shown on the drawings.
- b. Soft or other unsuitable material shall be removed and replaced with suitable material, and the subgrade shall be compacted to a density of 95% for the top six inches (6") of subgrade.
- c. Fill material placed in the subgrade shall be installed in layers not to exceed six inches (6") in thickness and finished to a firm, smooth surface.

602.8 FINISHING

- a. After pouring, the concrete shall be struck-off with a template cut to curb edge design. Concrete shall then be finished smooth with a wooden float in a manner to compact the mass and produce a true even top surface.
- b. The surface of the gutter shall be checked with a ten-foot (10') straight edge and any irregularities more than 1/4" in ten feet (10') corrected.
 - 1. Plastering with mortar to build up on finish will not be permitted.

- c. Upper edges of curb and gutter shall be rounded with an approved edging tool.
- d. Forms shall be left in place until the concrete has set sufficiently so they can be removed without damage to the work.
 - 1. Forms shall be left in place not less than 24 hours.
 - 2. Joint templates shall be removed prior to the removal of forms.
- e. Immediately after removal of forms and while concrete is still green, minor defects shall be repaired.
 - 1. Exposed surfaces of the work shall be finished smooth and even by means of a moist wooden float or a moist soft rubbing brick.
 - 2. Exposed surfaces shall be finished by a competent workman skilled in finishing concrete.

602.9 PROPORTIONING AND MIXING

- a. Mix design and strength shall be in accordance with ALDOT specifications.
 - 1. A certificate from ready mix plant or contractor shall be required showing compliance with the specified strength requirement.
 - b. Concrete shall be “ready mixed” transported to job in water tight agitator or mixer trucks loaded not in excess of rated capacity. Ready mixed concrete shall be placed within 1-1/2 hours after cement and water have been added to the mix.

602.10 STORAGE OF MATERIALS

- a. Cement and aggregate shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or has been damaged shall not be used for concrete.

602.11 TESTING AND INSPECTION OF CONCRETE MATERIALS

- a. Tests of concrete and materials shall be made under direction of the Engineer who shall have access to all places where concrete materials are stored, proportioned or mixed.

602.12 CURING AND PROTECTION

- a. Curb and gutter shall be protected by the Contractor from the elements and damage from other causes until the acceptance of the work.
- b. Except by written authorization, concrete installation shall cease when the descending air temperature in the shade and away from artificial heat falls below 40°F. It shall not be resumed until the ascending air temperature in the shade and away from artificial heat rises to 35°F. When concrete has been placed in cold weather and the temperature may be expected to drop below 35°F., straw, hay, insulated blankets or other suitable material shall be provided along the line of work. Whenever the air temperature may be expected to reach the freezing point during the day or night, the material shall be spread over the concrete deep enough to prevent freezing of the concrete. Concrete shall be protected from freezing temperatures until it is at least five (5) days old. Concrete injured by frost action shall be removed at the Contractor's expense.

602.13 BACKFILLING

- a. After the removal of the forms and sufficient setting of the concrete, spaces along front and back of the curb and gutter shall be backfilled to the required elevation with specified material.
 1. Backfill shall be placed in layers of not more than six inches (6") and shall be tamped until firm and solid.

602.14 CERTIFICATES

- a. Furnish affidavits from the manufacturer of all materials specified under this section, certifying that such materials delivered to the project conform to the requirements specified herein.

602.15 CLEANING UP

- a. Upon completion of the work, remove all barricades, unused materials, etc., and put the premises in a neat and clean condition.

602.16 BASIS OF PAYMENT

- a. Payment for each section above will be made at the respective bid price per unit set forth in the Bid Form, which shall be payment in full for all labor, material, and equipment required to deliver a complete job.

SECTION 603

SIDEWALKS & DRIVEWAYS

- 603:01 SCOPE**
- 603:02 MATERIALS**
- 603:03 TESTING AND INSPECTION**
- 603:04 STORAGE OF MATERIALS**
- 603:05 SUBGRADE**
- 603:06 FORMS**
- 603:07 JOINTS**
- 603:08 PLACING CONCRETE**
- 603:09 FINISHING**
- 603:10 CURING AND PROTECTION**
- 603:11 BACKFILLING**
- 603:12 CLEANING UP**

SECTION 603

SIDEWALKS & DRIVEWAYS

603:01 SCOPE

This division includes all concrete sidewalks, driveways, and related items required to complete the work shown on the drawings and as specified.

603:02 MATERIALS

Material and workmanship shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition.

603:03 TESTING AND INSPECTION

Tests of concrete and materials shall be made by and under the direction of the Engineer who shall have access to all places where concrete materials are stored, proportioned or mixed. The owner will pay all costs associated with the testing and inspection of the material.

603:04 STORAGE OF MATERIALS

Cement and aggregate shall be sorted in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or has been damaged shall not be used for concrete.

603:05 SUBGRADE

The subgrade shall be constructed or excavated to the required depth below the finished surface as shown on the drawings.

Soft or other unsuitable material, shall be removed and replaced with suitable material, and the subgrade shall be compacted to a density of 95% for the top six (6) inches of subgrade.

Fills in subgrade shall be made in layers not to exceed four (4) inches in thickness and finished to a firm, smooth surface.

603:06 FORMS

Forms shall be of wood or metal, straight and free from warp and of sufficient strength, when staked, to hold the concrete true to line and grade without springing or distorting. Wood forms shall be of at least 2 inches in thickness for straight sections, 1 inch radii of

curves, and shall be selected plank surfaced on all sides. Metal forms shall be of approved section and shall have a flat surface on top.

The depth of forms shall be 4 inches unless shown otherwise on the drawings. Forms shall be securely fastened and shall be staked, braced and held together to exact line and grade established. Forms shall be sufficiently tight to prevent the leakage of mortar. Forms shall be cleaned and oiled immediately before concrete is placed.

603:07 JOINTS

Concrete shall be cut into separate square or rectangular slabs not to exceed 36 square feet in area, by grooves or division plates. Grooves shall be cut with an approved grooving tool and shall be not less than 1-1/2 inches in depth. Division plates shall be 1/8 inch in thickness and shall extend the full depth of the sidewalk slab. Grooves or division plates shall be perpendicular to the edges of the concrete.

Expansion shall be joints filled with pre-moulded expansion joint filler not more than 35 feet apart, at junctions with other sidewalks, and at points where sidewalks intersect curb lines. Pre-moulded expansion joint filler shall be 3/8 inch in thickness. Pre-moulded expansion joint filler shall extend entirely through the expansion joint and shall conform to the cross section of the sidewalk.

603:08 PLACING CONCRETE

Subgrade and forms shall be checked and approved just prior to the placing of concrete. All debris or other foreign material shall be removed from the space to be occupied by the concrete. The subgrade shall be moist but not wet or muddy.

Concrete shall be placed in the forms and shall be tamped, spaded or vibrated sufficiently to produce a dense homogeneous mass and to bring the mortar to the surface. Particular attention shall be given to spading concrete along and against the surface of the forms to prevent honeycombing and to secure a smooth and uniform surface.

603:09 FINISHING

After pouring, the concrete shall be struck off with an approved straight edge resting on the side forms and drawn forward with a sawing motion.

Concrete shall then be floated with a wooden or metal float until the surface is true. The surface of the sidewalk shall be checked with a 10 foot straight edge and irregularities more than 1/4 inch in 10 feet shall be corrected. Plastering with mortar to build up or finish will not be permitted.

Edges at joints and sides shall be rounded with 1/4 inch radius edger.

Final finish shall be a wood or carpet float finish.

603:10 CURING AND PROTECTION

After the finishing operation is completed the concrete shall be covered with burlap or straw and kept continuously moist for a period of not less than 5 days.

Concrete shall be protected from the elements and damage from other causes until the acceptance of the work.

603:11 BACKFILLING

After the removal of the forms and sufficient setting of the concrete spaces along edges of sidewalk shall be backfilled to the required elevation with suitable material. Backfill shall be placed in layers of not more than 4 inches and shall be tamped until firm and solid.

603:12 CLEANING UP

Upon completion of the work remove all forms, unused materials, excess backfill and put the premises in a neat and clean condition.

END OF SECTION 603



Report of Pavement Evaluation
Lakepoint Drive
Gadsden, Alabama
S&ME Project No. 1282-19-015

PREPARED FOR:

City of Gadsden
90 Broad Street
Gadsden, Alabama 35901

PREPARED BY:

S&ME, Inc.
360D Quality Circle NW, Suite 450
Huntsville, Alabama 35806

December 9, 2019



December 9, 2019

City of Gadsden
90 Broad Street
Gadsden, Alabama 35901

Attention: Mr. Heath Williamson, PE

Reference: **Report of Pavement Evaluation
Lakepoint Drive**
Gadsden, Alabama
S&ME Project No. 1282-19-015

Dear Mr. Williamson:

S&ME is pleased to provide our Report of Pavement Evaluation for the above referenced project. We provided our services in general accordance with S&ME Proposal No. 12-1900493 dated October 24, 2019. This report describes our understanding of the project, presents the results of the geotechnical field exploration and laboratory testing, and discusses our conclusions and recommendations.

S&ME appreciates this opportunity to be of service to you. Please call if you have questions concerning this report or any of our services.

Sincerely,

S&ME, Inc.

Handwritten signature of Cesar G. Castillo in blue ink.

Cesar G. Castillo, EI
Project Engineer

Handwritten signature of Jeffrey C. Pepper in blue ink.

Jeffrey C. Pepper, PE
Principal Engineer
Alabama License No. 30081





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Appendices

Appendix I – Figures

Appendix II – Field Exploration

Appendix III – Laboratory Results

Appendix IV – Important Information About Your Geotechnical Engineering Report



1.0 Project Information

Mr. Heath Williamson with the City of Gadsden provided project information to Mr. Charles Olgee with S&ME via telephone and email on October 10, 2019. We were also provided with a drawing titled "Concrete Patching Layout and Rating – Lakepoint Drive" by the City of Gadsden and dated August 8, 2019. We understand that the concrete pavement portion of Lakepoint Drive is showing signs of distress ranging in severity from minor (Level 1) to fairly significant (Level 3). The provided drawing shows the rating for 71 blocks.

S&ME was requested to perform a geotechnical exploration and pavement evaluation of the concrete pavement portion of Lakepoint Drive in order to provide repair recommendations and construction drawings to be used for bidding purposes.

2.0 Site Description

The site is located within a residential neighborhood on a peninsula southwest of the intersection of Interstate 759 and US Highway 411 as shown in Figure No. 1, Site Location Plan, in Appendix I. The following photographs generally illustrate the project site and its conditions.

Figure 2-1: Site Photograph


		Date: 11/20/2019
		Photographer: CGC
Location / Orientation	Lakepoint Drive / facing southeast	
Remarks	Moderate concrete pavement distress	

Figure 2-2: Site Photograph

		Date: 11/20/2019
		Photographer: CGC
Location / Orientation	Lakepoint Drive / facing southeast	
Remarks	Severe concrete pavement distress	



3.0 Site Geology

A review of the digital Geologic Map of Alabama indicates the site is underlain by the Conasauga Formation. The Conasauga Formation is a medium-bluish-gray fine-grained, thin-bedded argillaceous limestone with interbedded dark-gray shale in varying proportions.

4.0 Field Exploration

Field sampling and testing by S&ME were in general accordance with American Society of Testing Materials (ASTM) procedures and established geotechnical engineering practice. Our project professional performed a site reconnaissance to observe pertinent surface and topographic features and surface indications of the site geology. Test locations were located using a handheld GPS unit and by measuring from existing features. Following completion of our exploration, our crew surveyed the borings locations for northing, easting, and elevation. The boring locations are shown on Figure No. 2, Boring Location Plan, in Appendix I.

The borings were drilled with a Mobile B-47 truck-mounted drilling rig equipped with a rotary head drive and automatic hammer system for Standard Penetration Testing (SPT). Hollow-stem auger drilling techniques were used to advance the borings to auger refusal. Soil samples were obtained in the borings using a split-spoon sampler in general accordance with the procedures of ASTM D1586 (SPT). The soil samples obtained during our field activities were described and visually classified using the Unified Soil Classification System (USCS) as a guide.

5.0 Subsurface Conditions

The following is a generalized description of the subsurface conditions. The stratification of the soil, as shown on the Boring Logs in Appendix II, represents the conditions at the actual boring locations. Lines of demarcation represent the approximate boundary between the soil types, but the transition may be gradual or not clearly defined.

5.1 Surface Materials

Each boring initially encountered a layer of concrete, ranging in thickness between 2-¹/₄ and 7 inches.

5.2 Alluvium

Beneath the surface materials, each boring encountered material interpreted as alluvium. Alluvial soils have been transported to their current location by water. The alluvium typically consisted of gray lean clay (CL) with silt. SPT N-Values in the alluvium ranged between 3 blows per foot (bpf) and 6 bpf, indicating soft to firm consistencies. Pocket penetrometer readings ranged from 0.25 tons per square foot (tsf) to 2.5 tsf.

5.3 Residuum

Residual soils were encountered beneath the alluvial soils. The residual soils typically consisted of yellowish-red fat clay (CH) with gray inclusions. The SPT N-Values in the residuum ranged from 4 bpf to 18 bpf, indicating soft to very stiff consistencies. Pocket penetrometer readings ranged from 1.25 tsf to 4.5 tsf.



5.4 Groundwater

Groundwater was not encountered during our field exploration. As a safety precaution, our borings were backfilled with auger cuttings, plugged with a borehole closure device, and capped with bagged concrete. Groundwater levels may fluctuate due to rainfall, construction activity, and other site-specific hydrogeological factors.

6.0 Laboratory Testing

The soil samples were returned to our laboratory for natural moisture content and Atterberg limits testing. A summary of the laboratory results and testing procedures is provided in Appendix III.

6.1 Moisture Content

The moisture content (ASTM D2216) of selected samples ranged from about 22 percent to 28 percent.

6.2 Atterberg Limits

Atterberg limits tests (ASTM D4318) were performed on select soil samples. The liquid limits (LL) ranged from 39 percent to 44 percent, and the plasticity indices (PI) ranged from 18 percent to 32 percent indicating a low to medium plasticity lean clay (CL).

7.0 Recommendations

Our conclusions and recommendations are based on the limited design information furnished to us and our experience with similar projects. They do not reflect variations in the subsurface conditions that may exist between our borings and in unexplored areas of the site. If such variations become apparent during construction, it will be necessary for us to re-evaluate our conclusions and recommendations based upon on-site observation of the conditions.

Based upon on-site observations of subgrade failure, settlement, and cracking along with the subsurface exploration, it is apparent that the majority of the subgrade failures are due to poor subgrade support. Concrete in areas exhibiting more severe distress was typically thinner, however we anticipate areas exhibiting less distress will eventually deteriorate over time. Recommendations for subgrade improvement are provided in the following sections.

7.1 Site Preparation

Site preparation should begin by the removal of the distressed concrete and upper soft alluvial soils. We anticipate 2 ½ to 3 feet of soil removal beneath the concrete.

After initial undercut, areas to receive fill should be observed and evaluated by the Geotechnical Engineer. This evaluation may include the observation of proofrolling using a fully loaded dump truck or other pneumatic-tire mounted construction equipment (with a minimum tire pressure of 80 psi) where feasible or by probing. The



Geotechnical Engineer, by field inspection, can provide specific recommendations relative to subgrade preparation.

7.2 Site Degradation during Construction

The on-site surface soils contain a significant percentage of silt and clay. It has been our experience that when these soils become wet and are subjected to construction equipment traffic, they will quickly break down and pump and/or rut. If grading occurs during wetter months, the control of surface water will be critical. After a period of inclement weather has occurred, construction equipment should not be allowed back on the site until the soils have adequately dried.

If inclement weather appears imminent, the pad surface should be graded to drain and sealed off to the extent possible with a smooth drummed roller. Areas of ponding water should be pumped dry prior further remediation.

7.3 Structural Fill

After undercutting, excavations shall be backfilled with ALDOT Class 1 riprap. An additional three inches of crushed aggregate base (CAB) or crusher run should be placed on top of the riprap in order to choke it off. A detail of the proposed remediation is shown in the attached Figure No. 3, Soft Soil Remediation in Appendix I.

7.4 Concrete Pavement

Concrete pavement at the site should consist of a minimum of 6 inches of Portland Cement Concrete (PCC) overlying 6 inches of mineral aggregate base (ALDOT 825, Type B), compacted to 100 percent standard Proctor (ASTM D689). The concrete should have a 28-day compressive strength of 4,000 psi and contain entrained air to improve its durability.

7.5 Groundwater Considerations

Groundwater was not encountered during our field exploration. Therefore, we do not anticipate groundwater will be encountered during site grading or excavation for foundations or utilities. Groundwater levels may fluctuate due to rainfall, construction activity, and other site-specific hydrogeological factors.

8.0 Follow-Up Services

Field observations, monitoring, and quality assurance testing during site grading are an extension of the geotechnical design. We recommend that we be allowed to continue our involvement in the project through this phase of construction.

Competent personnel under the general administrative supervision of a geotechnical engineer familiar with the design requirements and considerations of this project should perform quality assurance observations and testing related to earthwork. We recommend that qualified geotechnical personnel should observe proofrolling and associated undercutting (as required), evaluate subgrades, evaluate the materials to be used as fill, observe fill placements, and test crushed aggregate backfill. The monitoring of the remediation activities should be performed on a full-time basis.



9.0 Limitations

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other representation or warranty either express or implied, is made.

We relied on project information given to us to develop our conclusions and recommendations. If project information described in this report is not accurate, or if it changes during project development, we should be notified of the changes so that we can modify our recommendations based on this additional information if necessary.

Our conclusions and recommendations are based on limited data from a field exploration program. Subsurface conditions can vary widely between explored areas. Some variations may not become evident until construction. If conditions are encountered which appear different than those described in our report, we should be notified. This report should not be construed to represent subsurface conditions for the entire site.

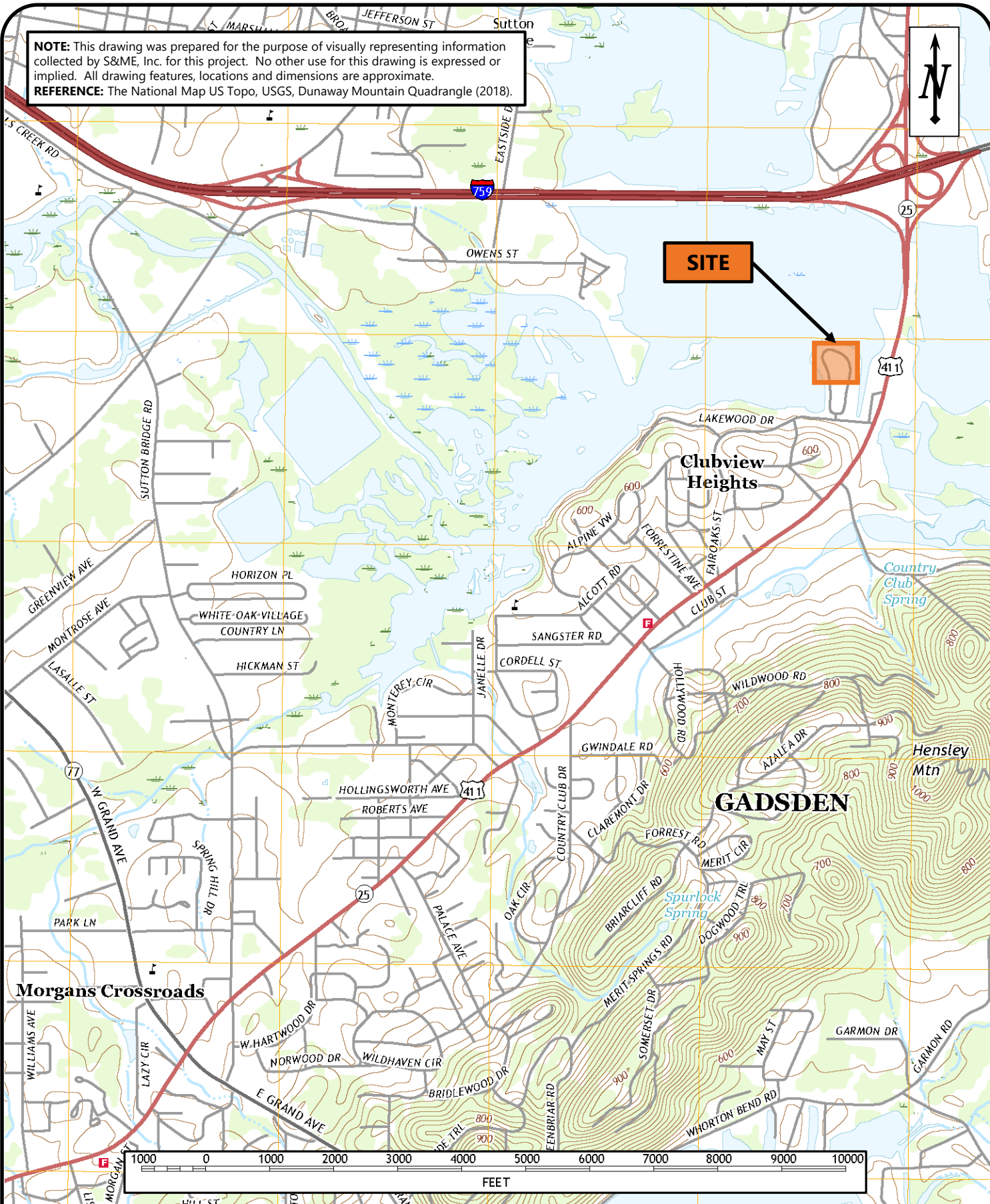
Unless specifically noted otherwise, our field exploration program did not include an assessment of regulatory compliance, environmental conditions or pollutants or presence of any biological materials (mold, fungi, and bacteria). If there is a concern about these items, other studies should be performed. S&ME can provide a proposal and perform these services if requested.

S&ME should be retained to review the final plans and specifications to confirm that earthwork and other recommendations are properly interpreted and implemented. The recommendations in this report are contingent on S&ME's review of final plans and specifications followed by our observation and monitoring of earthwork and remediation construction activities.

Appendices

Appendix I – Figures

NOTE: This drawing was prepared for the purpose of visually representing information collected by S&ME, Inc. for this project. No other use for this drawing is expressed or implied. All drawing features, locations and dimensions are approximate.
REFERENCE: The National Map US Topo, USGS, Dunaway Mountain Quadrangle (2018).



Site Location Plan
Report of Geotechnical Exploration

Lakepoint Drive
 The City of Gadsden
 Gadsden, Alabama

SCALE:
 As shown
 DATE:
 12/4/2019
 PROJECT NUMBER:
 1282-19-015

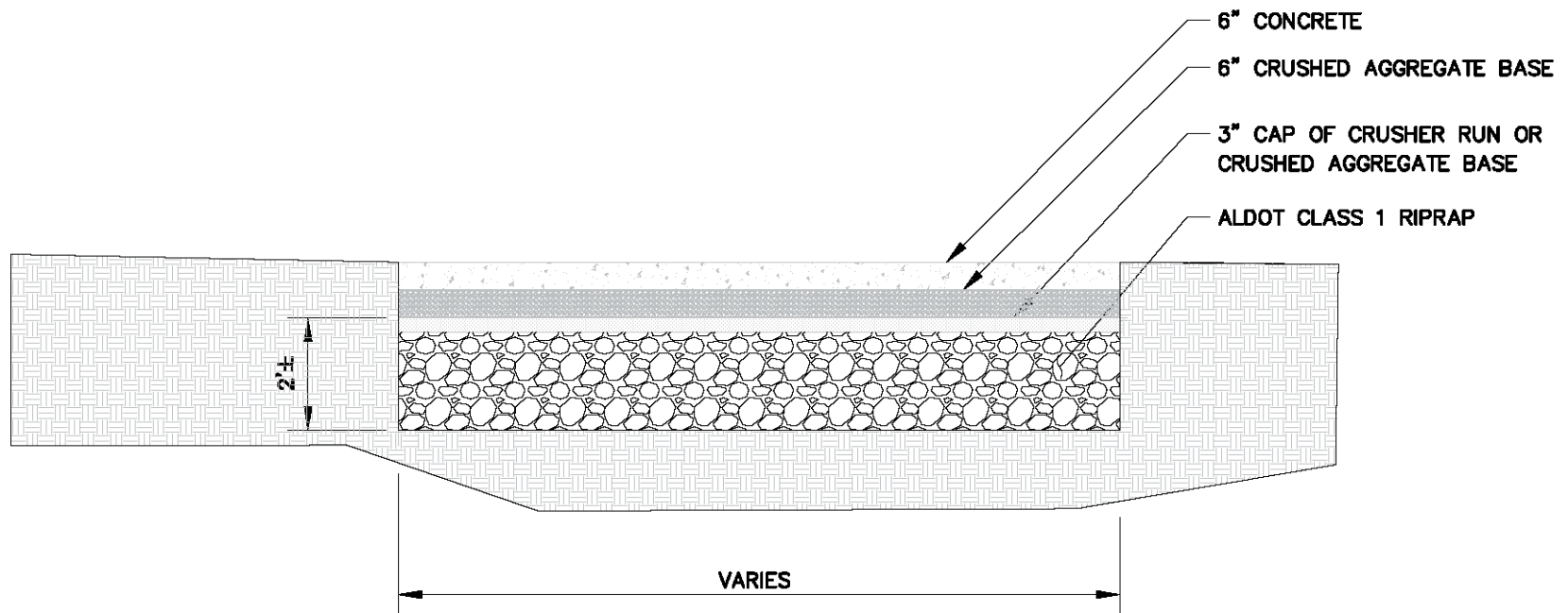
FIGURE NO.
1

NOTE: This drawing was prepared for the purpose of visually representing information collected by S&ME, Inc. for this project. No other use for this drawing is expressed or implied. All drawing features, locations and dimensions are approximate.
REFERENCE: Google Earth, Imagery Date 08/26/2014



LEGEND
 Soil Test Boring

	Boring Location Plan Report of Geotechnical Exploration	SCALE: Not to scale	FIGURE NO. 2
	Lakepoint Drive The City of Gadsden Gadsden, Alabama	DATE: 12/4/2019	
		PROJECT NUMBER: 1282-19-015	



SOFT SOIL REMEDIATION
 NOT TO SCALE



Soft Soil Remediation

Lakepoint Drive
 The City of Gadsden
 Gadsden, Alabama

SCALE:
 Not to scale

DATE:
 12/5/2019

PROJECT NUMBER
 1282-19-015

FIGURE NO.

3

Appendix II – Field Exploration

TEST BORING RECORD LEGEND

FINE AND COARSE GRAINED SOIL INFORMATION

COARSE GRAINED SOILS (SANDS & GRAVELS)		FINE GRAINED SOILS (SILTS & CLAYS)			PARTICLE SIZE	
N	Relative Density	N	Consistency	Qu, KSF Estimated		
0-4	Very Loose	0-1	Very Soft	0-0.5	Boulders	Greater than 300 mm (12 in)
5-10	Loose	2-4	Soft	0.5-1	Cobbles	75 mm to 300 mm (3 to 12 in)
11-20	Firm	5-8	Firm	1-2	Gravel	4.74 mm to 75 mm (3/16 to 3 in)
21-30	Very Firm	9-15	Stiff	2-4	Coarse Sand	2 mm to 4.75 mm
31-50	Dense	16-30	Very Stiff	4-8	Medium Sand	0.425 mm to 2 mm
Over 50	Very Dense	Over 30	Hard	8+	Fine Sand	0.075 mm to 0.425 mm
					Silts & Clays	Less than 0.075 mm

The **STANDARD PENETRATION TEST** as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathead. The blow counts required to drive the sampler the final two 6-inch increments are added together and designate the N-value defined in the above tables.

ROCK PROPERTIES

ROCK QUALITY DESIGNATION (RQD)		ROCK HARDNESS			
Percent RQD	Quality	Very Hard:			
0-25	Very Poor	Hard:	Rock can be broken by heavy hammer blows		
25-50	Poor	Moderately Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.		
50-75	Fair	Soft:	Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken with light hammer blows.		
75-90	Good	Very Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.		
90-100	Excellent		Rock disintegrates or easily compresses when touched; can be hard to very hard soil.		

RQD =	<u>Sum of 4 in. and longer Rock Pieces Recovered</u>	X100	43 RQD	<u>Core Diameter</u>	Inches
	Length of Core Run			BQ	1-7/16
Recovery =	<u>Length of Rock Core Recovered</u>	X100	NQ	NQ	1-7/8
	Length of Core Run		63 REC	HQ	2-1/2

SYMBOLS

KEY TO MATERIAL TYPES				SOIL PROPERTY SYMBOLS	
	Topsoil		High Plasticity Inorganic Silt or Clay		Standard Penetration, BPF
	Asphalt		Organic Silts/Clays		Moisture Content, %
	Crushed Aggregate		Well-Graded Gravel		Liquid Limit, %
	Fill Material		Poorly-Graded Gravel		Plasticity Index, %
	Shot-rock Fill		Silty Gravel		Pocket Penetrometer Value, TSF
	Low Plasticity Inorganic Silt		Clayey Gravel		Unconfined Compressive Strength Estimated Qu, TSF
	High Plasticity Inorganic Silt		Well-Graded Sand		Dry Unit Weight, PCF
	Low Plasticity Inorganic Clay		Poorly-Graded Sand		Fines Content
	High Plasticity Inorganic Clay		Silty Sand	SAMPLING SYMBOLS	
	Low Plasticity Inorganic Silt or Clay		Clayey Sand		Undisturbed Sample
			Peat		No Sample Recovery
			Limestone		Split-Spoon Sample
			Sandstone		Water Level at Time of Drilling
			Siltstone		Delayed Water Level Reading
			Shale		Rock Core Sample
			Claystone		Auger or Bag Sample
			Weathered Rock		
			Dolomite		
			Granite		
			Gneiss		
			Schist		
			Amphibolite		
			Metagraywacke		
			Phyllite		

PROJECT: Lakepoint Drive Gadsden, Alabama S&ME Project No. 1282-19-015	BORING LOG B-01
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CLIENT: The City of Gadsden	ELEVATION: 519.0 ft	NOTES: Boring locations and elevations should be considered approximate.
DATE DRILLED: 11/20/19	BORING DEPTH: 10.0 ft	
DRILL RIG: Mobile B-47 (Truck)	WATER LEVEL: Not encountered	
DRILLER: South Brothers	CAVE-IN DEPTH: N/A	
HAMMER TYPE: Automatic	LOGGED BY: Cesar Castillo	

SAMPLING METHOD: **Split spoon**

DRILLING METHOD: **2 1/4" H.S.A.**

DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO.	SAMPLE TYPE	BLOW COUNT / CORE DATA			SPT N-Value (bpf)			Pocket Pen (tsf)	N VALUE
							1st 6in / RUN#	2nd 6in / REC	3rd 6in / RQD	PL	NM	LF		
0 - 4.25	[Hatched Box]	CONCRETE - 4.25 INCHES												
4.25 - 10	[Diagonal Hatched Box]	LEAN CLAY (CL), with silt, gray, soft to firm, moist ALLUVIUM		514.0	SS-1	▲	3	2	2	25	35	45	1.0	4
					SS-2	▲	2	2	3	35	45	55	2.25	5
					SS-3	▲	2	3	3	35	45	55	1.25	6
10	[Diagonal Hatched Box]	FAT CLAY (CH), with gray inclusions, yellowish-red, soft, moist RESIDIUM		509.0	SS-4	▲	3	2	2	25	35	45	2.5	4
10 - 10		Boring terminated at 10 feet												

S&ME BORING LOG - SPT AND PPQ - 1282-19-015 BORING LOGS.GPJ S&ME 2011_03_09.GDT 12/9/19

NOTES:

1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.

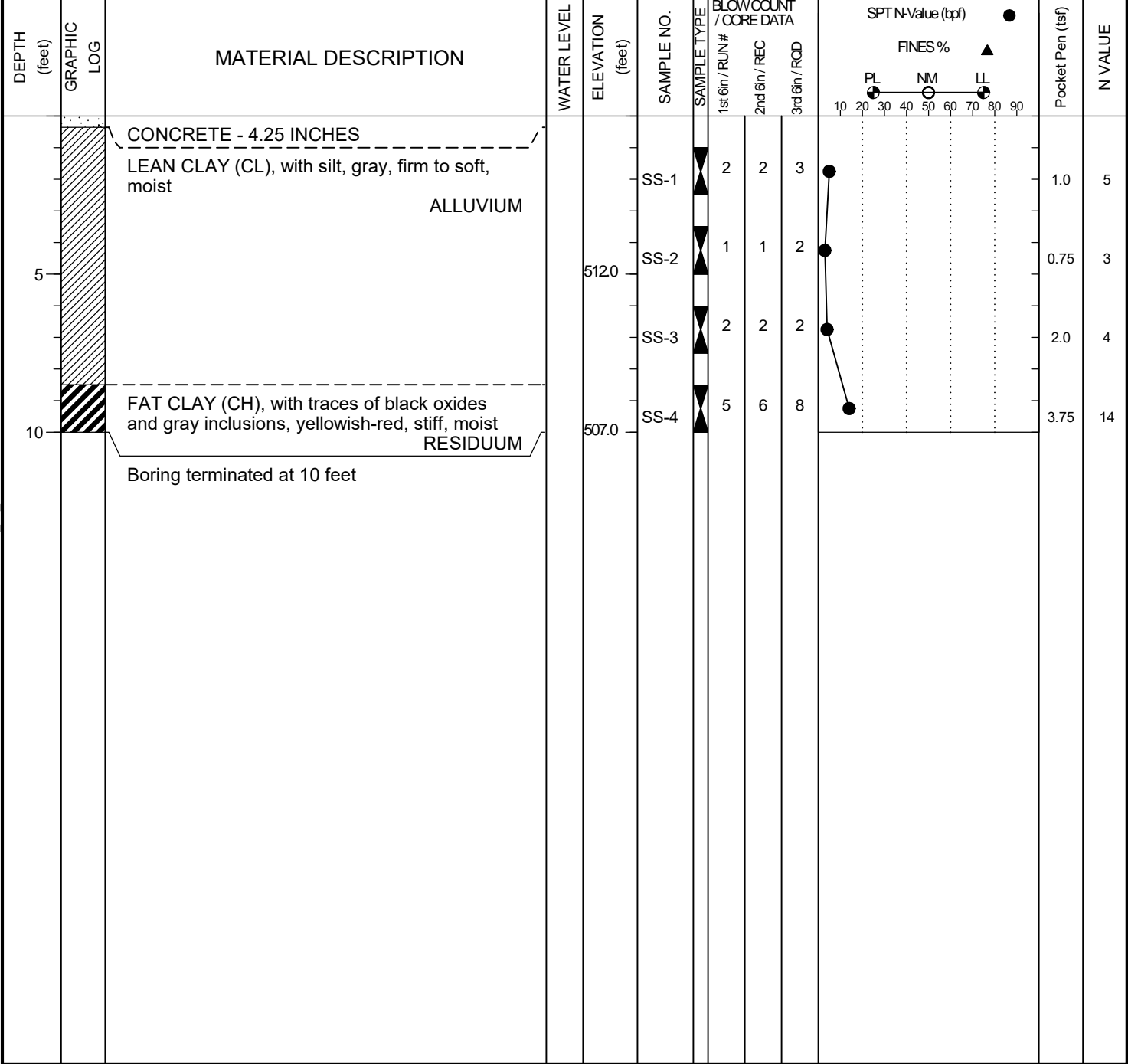


PROJECT: Lakepoint Drive Gadsden, Alabama S&ME Project No. 1282-19-015	BORING LOG B-02
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CLIENT: The City of Gadsden	ELEVATION: 517.0 ft	NOTES: Boring locations and elevations should be considered approximate.
DATE DRILLED: 11/20/19	BORING DEPTH: 10.0 ft	
DRILL RIG: Mobile B-47 (Truck)	WATER LEVEL: Not encountered	
DRILLER: South Brothers	CAVE-IN DEPTH: N/A	
HAMMER TYPE: Automatic	LOGGED BY: Cesar Castillo	

SAMPLING METHOD: **Split spoon**

DRILLING METHOD: **2 1/4" H.S.A.**



S&ME BORING LOG - SPT AND PPQ - 1282-19-015 BORING LOGS.GPJ S&ME 2011_03_09.GDT 12/9/19

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4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.

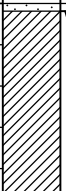



PROJECT:	Lakepoint Drive Gadsden, Alabama S&ME Project No. 1282-19-015	BORING LOG B-03
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CLIENT: The City of Gadsden	ELEVATION: 519.0 ft	NOTES: Boring locations and elevations should be considered approximate.
DATE DRILLED: 11/20/19	BORING DEPTH: 7.5 ft	
DRILL RIG: Mobile B-47 (Truck)	WATER LEVEL: Not encountered	
DRILLER: South Brothers	CAVE-IN DEPTH: N/A	
HAMMER TYPE: Automatic	LOGGED BY: Cesar Castillo	

SAMPLING METHOD: **Split spoon**

DRILLING METHOD: **2 1/4" H.S.A.**

DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO.	SAMPLE TYPE	BLOW COUNT / CORE DATA			SPT N-Value (bpf)			Pocket Pen (tsf)	N VALUE
							1st 6in / RUN#	2nd 6in / REC	3rd 6in / RQD	PL	NM	LF		
		CONCRETE - 2.25 INCHES												
5		LEAN CLAY (CL), with silt, gray, firm to soft, moist ALLUVIUM		514.0	SS-1	▲	2	2	3	●			0.5	5
					SS-2	▲	1	1	2	●			0.25	3
		FAT CLAY (CH), with traces of black oxides, yellowish-red, stiff, moist RESIDIUM			SS-3	▲	4	4	6	●			4.5	10
		Refusal at 7.5 feet Boring terminated at 7.5 feet												

S&ME BORING LOG - SPT AND PPQ - 1282-19-015 BORING LOGS.GPJ S&ME 2011_03_09.GDT 12/9/19

NOTES:

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PROJECT: Lakepoint Drive Gadsden, Alabama S&ME Project No. 1282-19-015	BORING LOG B-04
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CLIENT: The City of Gadsden	ELEVATION: 518.0 ft	NOTES: Boring locations and elevations should be considered approximate.
DATE DRILLED: 11/20/19	BORING DEPTH: 10.0 ft	
DRILL RIG: Mobile B-47 (Truck)	WATER LEVEL: Not encountered	
DRILLER: South Brothers	CAVE-IN DEPTH: N/A	
HAMMER TYPE: Automatic	LOGGED BY: Cesar Castillo	

SAMPLING METHOD: **Split spoon**
 DRILLING METHOD: **2 1/4" H.S.A.**

DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO.	SAMPLE TYPE	BLOW COUNT / CORE DATA			SPT N-Value (bpf)			Pocket Pen (tsf)	N VALUE
							1st 6in / RUN#	2nd 6in / REC	3rd 6in / RQD	PL	NM	LF		
0 - 7	[Concrete Hatched]	CONCRETE - 7 INCHES												
7 - 10	[Lean Clay Hatched]	LEAN CLAY (CL), with silt, gray, soft, moist ALLUVIUM		513.0	SS-1	2	2	1	25			0.25	3	
					SS-2	1	2	1	50			0.5	3	
	[Fat Clay Hatched]	FAT CLAY (CH), with gray inclusions, yellowish-red, soft to stiff, moist RESIDUUM			SS-3	2	2	2	75			1.25	4	
					SS-4	5	5	9	90				14	
10		Boring terminated at 10 feet		508.0										

S&ME BORING LOG - SPT AND PPQ - 1282-19-015 BORING LOGS.GPJ S&ME 2011_03_09.GDT 12/9/19

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PROJECT: Lakepoint Drive Gadsden, Alabama S&ME Project No. 1282-19-015	BORING LOG B-05
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CLIENT: The City of Gadsden	ELEVATION: 518.0 ft	NOTES: Boring locations and elevations should be considered approximate.
DATE DRILLED: 11/20/19	BORING DEPTH: 10.0 ft	
DRILL RIG: Mobile B-47 (Truck)	WATER LEVEL: Not encountered	
DRILLER: South Brothers	CAVE-IN DEPTH: N/A	
HAMMER TYPE: Automatic	LOGGED BY: Cesar Castillo	

SAMPLING METHOD: **Split spoon**
 DRILLING METHOD: **2 1/4" H.S.A.**

DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO.	SAMPLE TYPE	BLOW COUNT / CORE DATA			SPT N-Value (bpf)			Pocket Pen (tsf)	N VALUE
							1st 6in / RUN#	2nd 6in / REC	3rd 6in / RQD	PL	NM	LF		
0 - 7	[Hatched Box]	CONCRETE - 7 INCHES												
7 - 10	[Diagonal Hatched Box]	LEAN CLAY (CL), with silt, gray, firm to soft, moist ALLUVIUM		513.0	SS-1	2	2	3	25	45	75	2.0	5	
					SS-2	3	2	2	25	45	75	1.0	4	
		FAT CLAY (CH), with gray inclusions, yellowish-red, firm to very stiff, moist RESIDUUM			SS-3	3	2	3	25	45	75	1.5	5	
10		Boring terminated at 10 feet		508.0	SS-4	7	8	10	25	45	75	3.5	18	

S&ME BORING LOG - SPT AND PPQ - 1282-19-015 BORING LOGS.GPJ S&ME 2011_03_09.GDT 12/9/19

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4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.



◆ **Soil Test Boring, ASTM D 1586**

The borings were made with a hollow-stem auger powered by a motor-driven drill rig. At regular intervals, soil samples were obtained through the hollow augers with a standard 1.4-inch I.D., 2.0-inch O.D. split-tube sampler.

The sampler was initially seated 6 inches to penetrate any loose cuttings; then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot was recorded and is designated as the standard penetration resistance. Penetration resistance, when properly evaluated, is an index to soil strength and density.

In the field, the driller logged and described the samples as they were obtained. Representative portions of each soil sample were then sealed in labeled glass jars or plastic bags and transported to our laboratory. The samples were examined by a geotechnical engineer or engineering geologist to visually check the field descriptions. Boring data, including sample intervals, penetration resistances, soil descriptions, and groundwater level are shown on the attached Test Boring Records.

Appendix III – Laboratory Results

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Saturation (%)	Void Ratio
B-01	1.0	39	21	18		99	CL	22.7			
B-01	3.5							24.9			
B-01	6.0							25.9			
B-01	8.5							24.9			
B-03	1.0							21.5			
B-03	3.5							24.1			
B-05	1.0	44	12	32		97	CL	26.6			
B-05	3.5							27.1			
B-05	6.0							27.9			
B-05	8.5							21.9			

US LAB SUMMARY 1282-19-015 BORING LOGS.GPJ S&ME 2011.03.09.GDT 12/5/19



SUMMARY OF LABORATORY RESULTS

Project: Lakepoint Drive
 Location: Gadsden, Alabama
 Number: 1282-19-015

◆ **Moisture Content Determination, ASTM D 2216, EM 1110 2 1906**

The moisture content of soils is an indicator of various physical properties, including strength and compressibility. Selected samples obtained during exploratory drilling were taken from their sealed containers. Each sample was weighed and then placed in an oven heated to $110^{\circ}\text{C} + 5^{\circ}$. The sample remained in the oven until the free moisture had evaporated. The dried sample was removed from the oven, allowed to cool, and re-weighed. The moisture content was computed by dividing the weight of evaporated water by the weight of the dry sample. The results, expressed as a percent, are shown on the attached Summary of Laboratory Results.

◆ **Atterberg Limits Determination, ASTM D 4318, EM 1110 2 1906**

Representative samples were subjected to Atterberg limits testing to determine the soil's plasticity characteristics. The plasticity index (PI) is the range of moisture content through which the soil deforms as a plastic material. It is bracketed by the liquid limit (LL) and the plastic limit (PL). The liquid limit is the moisture content at which the soil becomes wet enough to flow as a viscous fluid. To determine the liquid limit, a soil specimen is first washed through a No. 40 sieve. The materials finer than the No. 40 sieve are retained and dried until the soil is in a viscous fluid state. A portion of this soil is then placed in a brass cup of standardized dimensions. A groove is cut through the middle of the soil specimen with a grooving tool of standard dimensions. The cup is attached to a cam that lifts the cup 10 mm, and then allows the cup to fall onto a hard rubber base. The cam is rotated at about 2 cps until the two halves of the soil specimen come in contact at the bottom of the groove for a distance of 1/2 inch. The number of blows required to achieve this 1/2 inch contact is recorded, and part of the specimen is subjected to a moisture content determination. The remainder of the specimen is allowed to air dry for a short time, and the grooving process and cam action repeated. This testing sequence is repeated until more than 25 blows is required to achieve the required groove contact. After the number of blows vs. moisture content for the various test points are plotted on arithmetic graph paper, the moisture content corresponding to 25 blows is designated the liquid limit.

The plastic limit (PL) is the lowest moisture content at which the soil is sufficiently plastic to be manually rolled into threads 1/8" in diameter. The plastic limit is determined by taking a pat of soil remaining from the liquid limit test, and repeatedly rolling, kneading, and air drying it until the soil breaks into threads about 1/8 inches in diameter and 3/8 inches long. The moisture content of these soil threads is then determined, and is designated the plastic limit. The results of the liquid and plastic limits tests are tabulated on the attached Summary of Laboratory Results.

◆ **Determination of Soils Finer than No. 200 Sieve, ASTM D-1140, EM 1110-2-1906**

The clay and silt content of granular soils affects their physical properties such as strength, compressibility, and permeability. Selected granular soil (sand or gravel) samples were tested to determine the percent, by weight, of soil particles finer than the No. 200 sieve (silt and clay size particles). Soil particles finer than 75 microns were flushed through a No. 200 sieve using water. The coarse materials retained on the No. 200 sieve were dried to obtain their dry weight. The dry weight of materials retained on the No. 200 sieve was compared to the dry weight of the total test specimen. The difference in weight, expressed as a percentage of the pre-wash weight, is designated as the percentage of "fines" (silt and clay size particles), and tabulated on the attached Soil Data Summary Sheet.

**Appendix IV – Important Information About Your Geotechnical
Engineering Report**



Important Information About Your Geotechnical Engineering Report

Variations in subsurface conditions can be a principal cause of construction delays, cost overruns and claims. The following information is provided to assist you in understanding and managing the risk of these variations.

Geotechnical Findings Are Professional Opinions

Geotechnical engineers cannot specify material properties as other design engineers do. Geotechnical material properties have a far broader range on a given site than any manufactured construction material, and some geotechnical material properties may change over time because of exposure to air and water, or human activity.

Site exploration identifies subsurface conditions at the time of exploration and only at the points where subsurface tests are performed or samples obtained. Geotechnical engineers review field and laboratory data and then apply their judgment to render professional opinions about site subsurface conditions. Their recommendations rely upon these professional opinions. Variations in the vertical and lateral extent of subsurface materials may be encountered during construction that significantly impact construction schedules, methods and material volumes. While higher levels of subsurface exploration can mitigate the risk of encountering unanticipated subsurface conditions, no level of subsurface exploration can eliminate this risk.

Scope of Geotechnical Services

Professional geotechnical engineering judgment is required to develop a geotechnical exploration scope to obtain information necessary to support design and construction. A number of unique project factors are considered in developing the scope of geotechnical services, such as the exploration objective; the location, type, size and weight of the proposed structure; proposed site grades and improvements; the construction schedule and sequence; and the site geology.

Geotechnical engineers apply their experience with construction methods, subsurface conditions and exploration methods to develop the exploration scope. The scope of each exploration is unique based on available project and site information. Incomplete project information or constraints on the scope of exploration increases the risk of variations in subsurface conditions not being identified and addressed in the geotechnical report.

Services Are Performed for Specific Projects

Because the scope of each geotechnical exploration is unique, each geotechnical report is unique. Subsurface conditions are explored and recommendations are made for a specific project. Subsurface information and recommendations may not be adequate for other uses. Changes in a proposed structure location, foundation loads, grades, schedule, etc. may require additional geotechnical exploration, analyses, and consultation. The geotechnical engineer should be consulted to determine if additional services are required in response to changes in proposed construction, location, loads, grades, schedule, etc.

Geo-Environmental Issues

The equipment, techniques, and personnel used to perform a geo-environmental study differ significantly from those used for a geotechnical exploration. Indications of environmental contamination may be encountered incidental to performance of a geotechnical exploration but go unrecognized. Determination of the presence, type or extent of environmental contamination is beyond the scope of a geotechnical exploration.

Geotechnical Recommendations Are Not Final

Recommendations are developed based on the geotechnical engineer's understanding of the proposed construction and professional opinion of site subsurface conditions. Observations and tests must be performed during construction to confirm subsurface conditions exposed by construction excavations are consistent with those assumed in development of recommendations. It is advisable to retain the geotechnical engineer that performed the exploration and developed the geotechnical recommendations to conduct tests and observations during construction. This may reduce the risk that variations in subsurface conditions will not be addressed as recommended in the geotechnical report.

LAKEPOINT DRIVE CONCRETE REPLACEMENT PROJECT

BID REQUEST NO. 3568

CRAIG FORD, MAYOR



CITY OF GADSDEN
Engineering Department

90 Broad Street - Gadsden, AL 35901
Phone: 256-549-4500 - www.cityofgadsden.com



INDEX TO SHEETS

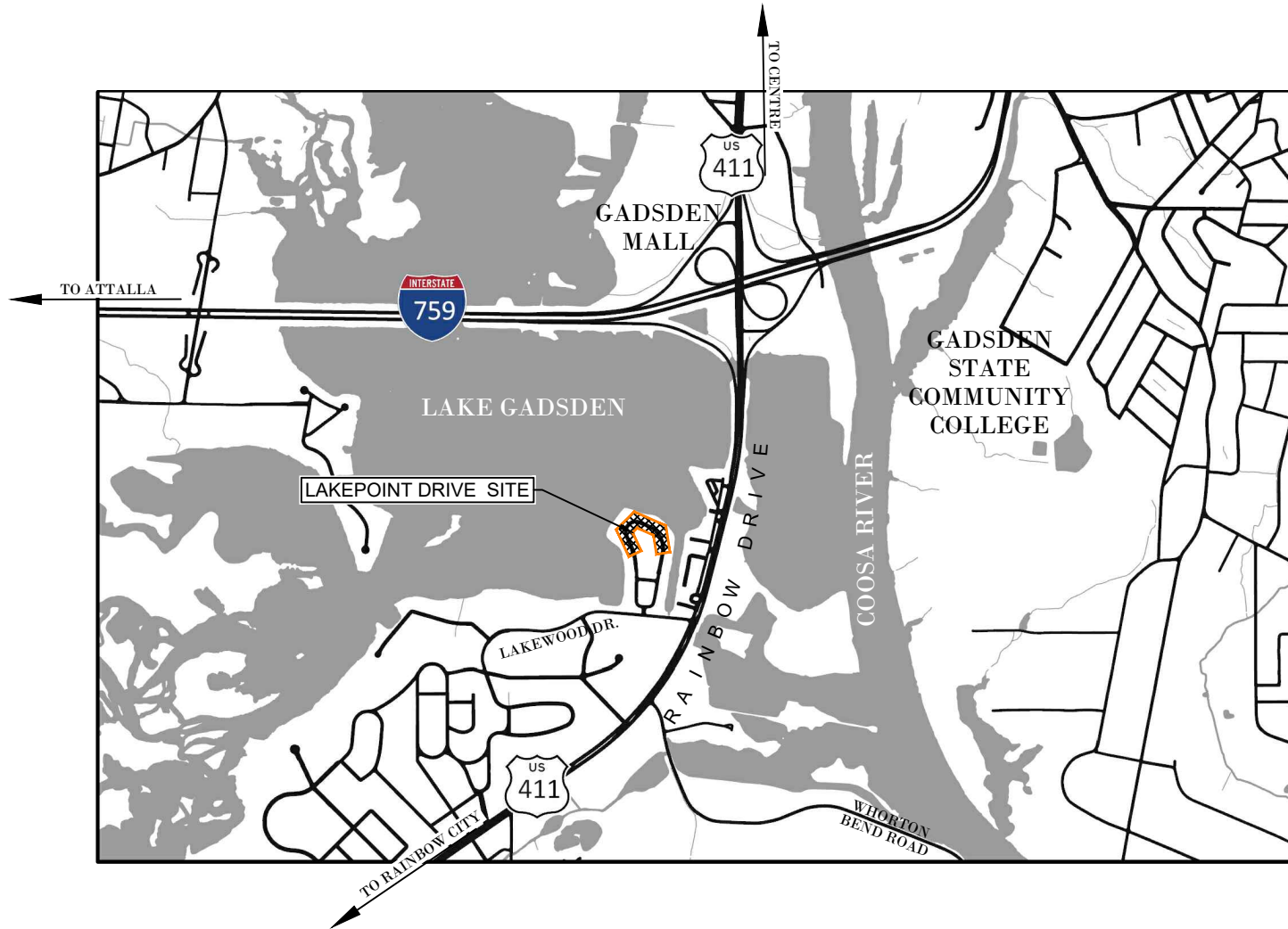
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX, VICINITY AND GENERAL NOTES SHEET
3	EXISTING CONDITIONS
4	PLAN
5	DETAILS
6-7	BEST MANAGEMENT PRACTICES NOTES



GENERAL NOTES:

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON G.I.S. MAPPING ALONE. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE DESIGN TO LOCATE BURIED UTILITIES/STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO EXCAVATING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION ENGINEERING AND SURVEYING REQUIRED TO CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS AND CALLED FOR IN THE SPECIFICATIONS TO INCLUDE TOPOGRAPHIC AND EXISTING CONDITION VERIFICATION, STAKEOUT, ETC. THE CITY WILL NOT BE HELD RESPONSIBLE FOR SURVEY INACCURACIES.
3. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH PROJECT BEFORE COMMENCING WORK.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES BY MEANS OF ON-SITE INVESTIGATION PRIOR TO ORDERING ANY MATERIALS.
5. IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE CITY IMMEDIATELY, AND SHALL NOT COMMENCE CONSTRUCTION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
6. CONTRACTOR SHALL INSTALL AND PROPERLY MAINTAIN EROSION CONTROL IN ACCORDANCE WITH THE ALABAMA HANDBOOK, CURRENT EDITION, FOR THE FULL DURATION OF THE PROJECT. SHOULD ANY SEDIMENTATION OR EROSION OCCUR DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY RESTORE ALL AREAS TO A LEVEL EQUAL TO OR EXCEEDING PRE-CONSTRUCTION CONDITIONS. NO ADDITIONAL PAYMENT WILL BE MADE BY CITY FOR THIS WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES THAT OCCUR WITHIN THE PROJECT AREA DURING CONSTRUCTION TO A LEVEL EQUAL TO OR EXCEEDING PRE-CONSTRUCTION CONDITIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONFIRM THEIR INTERPRETATION OF THE PLANS WITH THE OWNER PRIOR TO COMMENCING WORK. IT IS ALSO HIGHLY RECOMMENDED THAT PHOTOS BE TAKEN OF THE WORK AREA PRIOR TO CONSTRUCTION WITH A COPY PROVIDED TO THE ENGINEER FOR RECORDING PURPOSES. NO ADDITIONAL PAYMENT WILL BE MADE BY CITY FOR THIS WORK.
8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL SAFETY, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES NECESSARY TO COMPLETE THE WORK STATED OR REASONABLY IMPLIED BY THE PLANS AND CONTRACT DOCUMENTS FOR THE FULL DURATION OF THE PROJECT FROM INITIATION TO ACCEPTANCE.
10. SHOULD THE CONTRACTOR DEVIATE FROM THE PLANS OR SPECIFICATIONS WITHOUT FORMAL APPROVAL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, IT SHALL BE CAUSE FOR REJECTION OF WORK. ALL REJECTED WORK SHALL BE RECTIFIED SOLELY BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. NO ADDITIONAL PAYMENT WILL BE MADE BY CITY FOR THIS WORK.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL MATERIALS AND WORK THRU PROJECT ACCEPTANCE.
12. CONTRACTOR SHALL COMPLETE ALL WORK SHOWN (OR REASONABLY IMPLIED) ON THE DRAWINGS AND SPECIFIED IN THE CONTRACT DOCUMENTS FOR A COMPLETE PROJECT WITH NO ADDITIONAL PAYMENT BEING MADE OUTSIDE OF THE PAYMENT METHODS AND UNIT PRICES SET UP IN THE ORIGINAL BID FORM.
13. CONTRACTOR SHALL COMPLY WITH THE COMPLETE SPECIFICATION DOCUMENT FOR THIS PROJECT AND PAY SPECIAL ATTENTION TO THE SPECIFIC PROJECT NOTES GIVEN IN DIVISION 106.
14. CONTRACTOR SHALL SUBMIT SEQUENCE OF CONSTRUCTION AND TRAFFIC CONTROL PLAN FOR APPROVAL PRIOR TO COMMENCEMENT OF CONSTRUCTION.
15. CONTRACTOR SHALL MINIMIZE PROPERTY ACCESSIBILITY DISRUPTIONS AS MUCH AS POSSIBLE. COMPLETE CLOSURES SHALL BE LIMITED TO 5 DAYS MAXIMUM.

VICINITY MAP



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**LAKEPOINT DRIVE
CONCRETE REPLACEMENT
PROJECT**

**INDEX TO
SHEETS,
VICINITY MAP
AND NOTES**

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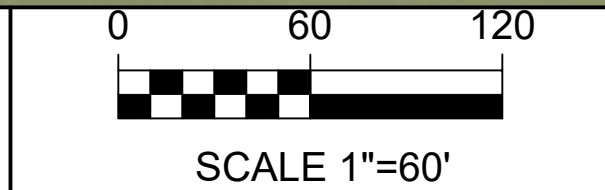
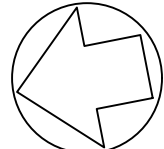
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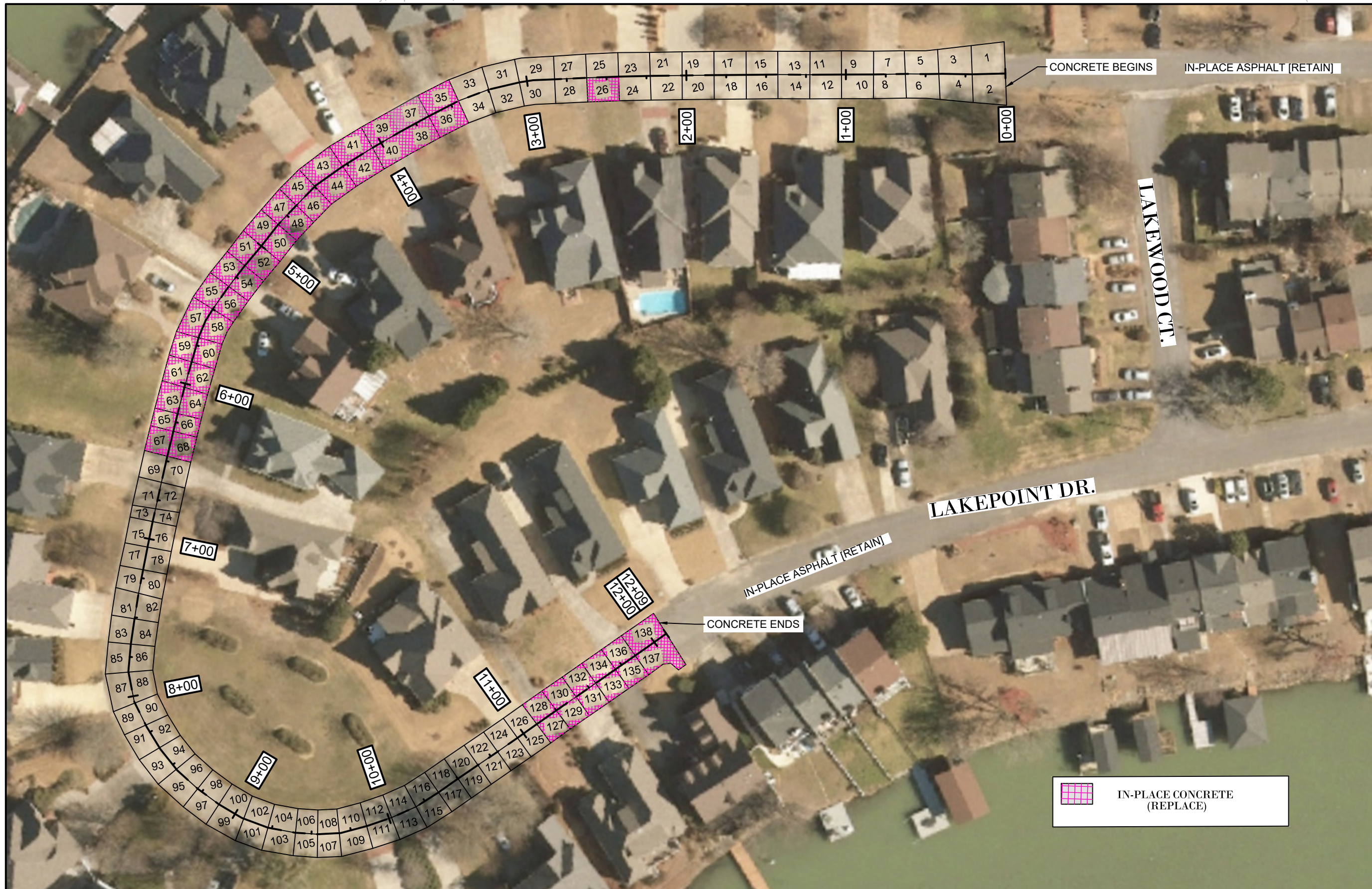
**LAKEPOINT DRIVE
CONCRETE REPLACEMENT
PROJECT**

**EXISTING
CONDITIONS**

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DATE:	9/9/2024

**SHEET
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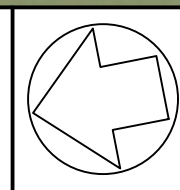
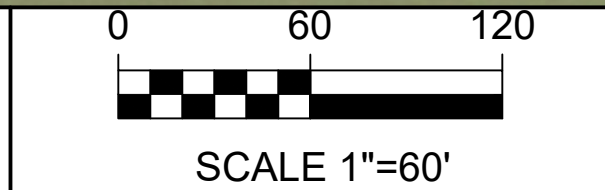


BLOCK #	SQ. FT.
26	302
35	313
36	310
37	302
38	310
39	288
40	303
41	335
42	323
43	334
44	308
45	248
46	247
47	243
48	244
49	247
50	257
51	237
52	241
53	240
54	245
55	260
56	254
57	308
58	270
59	229
60	245
61	242
62	252
63	251
64	247
65	167
66	177
67	235
68	244
127	226
128	226
129	218
130	232
131	216
132	226
133	221
134	228
135	222
136	230
137	406
138	365
TOTAL SQ FT=	12,271

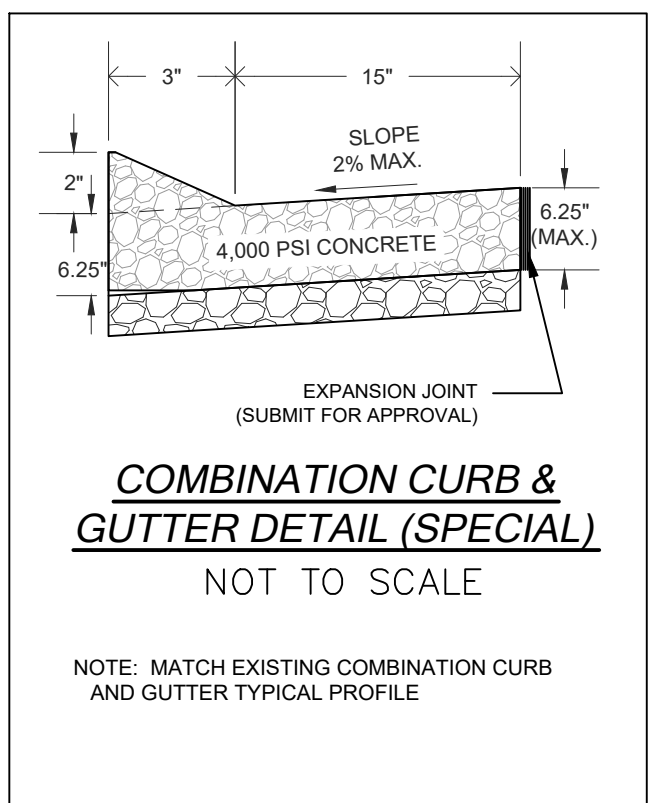
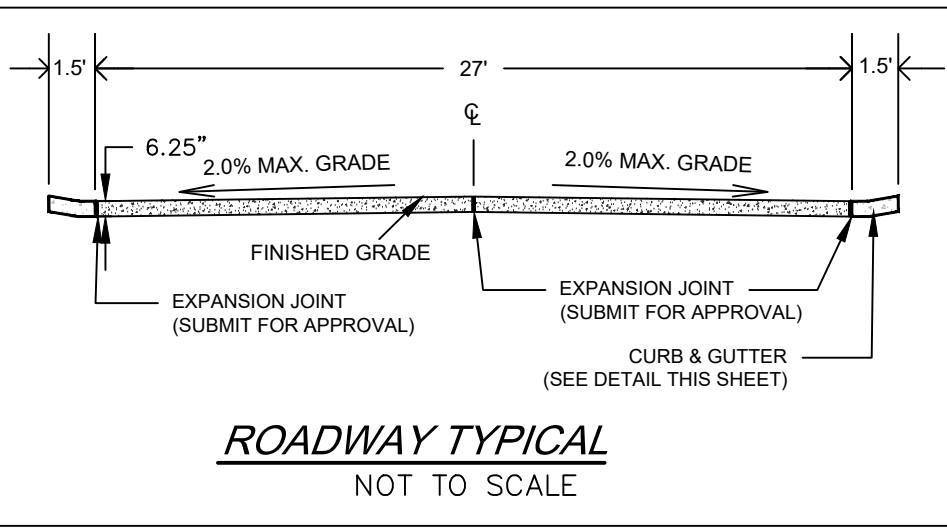
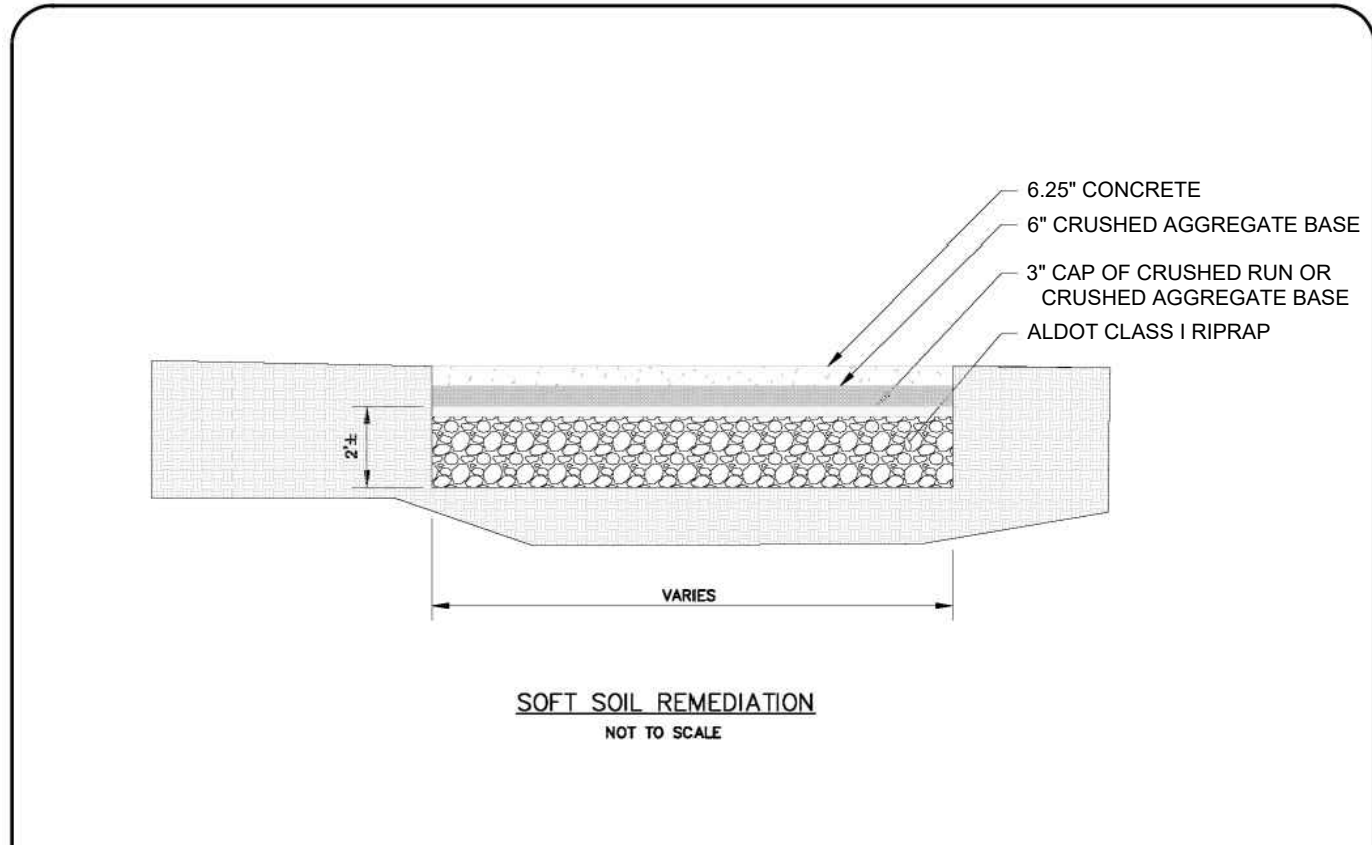
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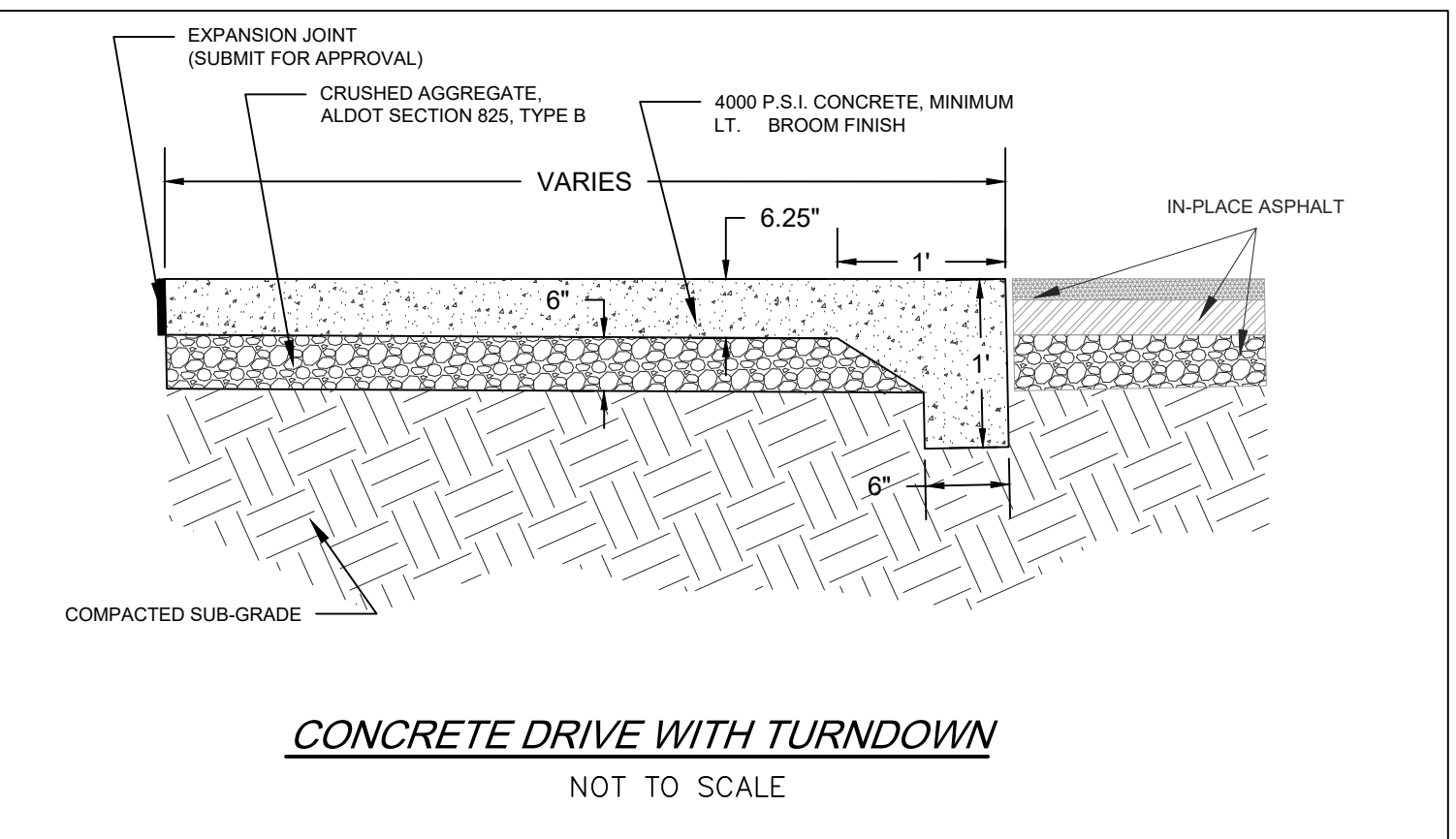
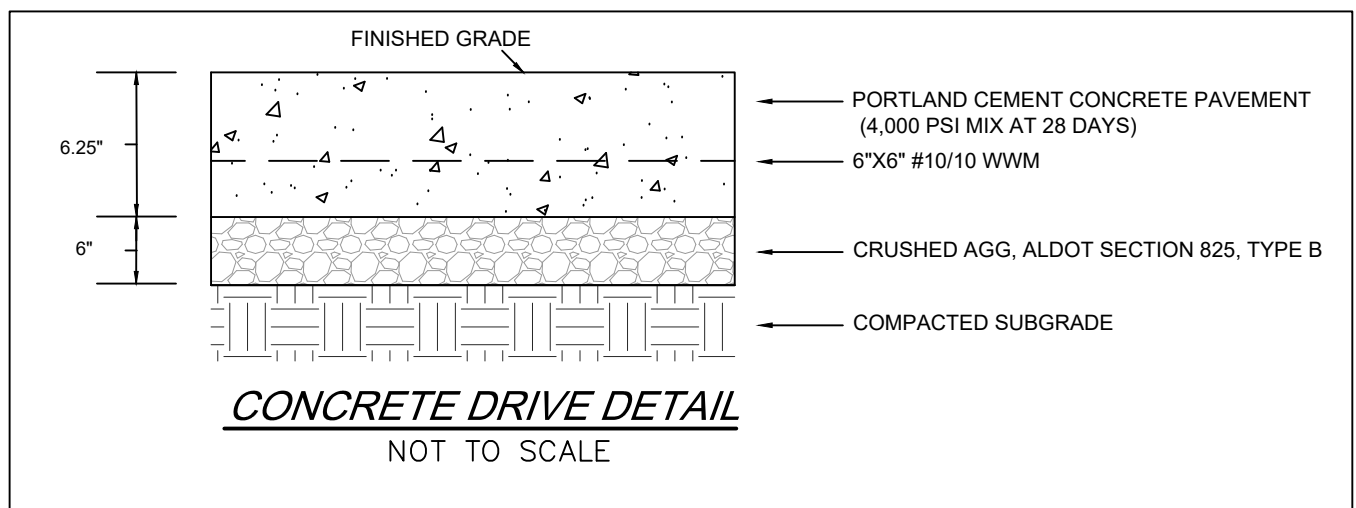
PLAN



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	Soft Soil Remediation	SCALE: Not to scale	FIGURE NO. 3
	Lakepoint Drive The City of Gadsden Gadsden, Alabama	DATE 12/5/2019	
		PROJECT NUMBER 1282-19-015	



BEST MANAGEMENT PRACTICES

I. GENERAL:

THE INTENT OF THIS GENERIC PLAN IS TO PREVENT EROSION AND RESULTING SILT TRANSPORTATION OFF SITE. THE ITEMS INDICATED ARE ENGINEERS BEST ESTIMATE OF REQUIREMENTS; MORE OR LESS MAY BE NEEDED DEPENDING ON THE SITE CONDITION, SEASONS, ETC. CONTRACTOR SHALL INSTALL ADDITIONAL MEASURES AS NECESSARY AS THE PROJECT DEVELOPS AND SITE CONDITIONS CHANGE. ALL EROSION AND SEDIMENT CONTROL STRUCTURES, SYSTEMS, DEVICES, ETC. SHALL MEET OR EXCEED THE GUIDELINES, SCENARIOS, AND PRACTICES OUTLINED IN "THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS" LATEST EDITION. A COPY OF THE DOCUMENT MAY BE OBTAINED FORM THE FOLLOWING WEBSITE;

HTTPS://ALCONSERVATIONDISTRICTS.GOV/RESOURCES/EROSION-AND-SEDIMENT-CONTROL/

A. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PRIOR TO ANY LAND DISTURBING ACTIVITY TAKING PLACE.

B. PLANNED PHASES OF CONSTRUCTION

1. DEMOLITION/TREE/STUMP REMOVAL (AS PER PLAN)
2. STRIPING AND STOCKPILING OF TOPSOIL
3. GRADING OPERATIONS
4. STORM DRAINAGE AND UTILITY INSTALLATION
5. FINISH GRADING, CURB & GUTTERS, PAVEMENT AND LANDSCAPING.

C. SPECIAL REQUIREMENTS FOR SENSITIVE AREAS OF THE SITE.

1. INTERCEPT OFFSITE DRAINAGE, FILTER THROUGH RIPRAP FILTER BERMS OR TEMPORARY SEDIMENT
2. TRAPS, AND DISCHARGE THROUGH THE STORM SEWER SYSTEM.
3. RIP-RAP OUTLET PROTECTION SHALL BE INSTALLED AT ALL DOWNSTREAM OUTFALLS, EXCEPT THOSE IN ALDOT RIGHT-OF-WAYS.

II. IMPLEMENTATION:

PLANNED CONSTRUCTION PHASING AND REQUIRED SPECIFIC SEDIMENT AND EROSION CONTROL MEASURES.

A. PHASE 1

STUMP REMOVAL: THIS PHASE OF CONSTRUCTION INVOLVES THE DIGGING UP AND REMOVAL OF STUMPS FROM THE SITE. THIS PHASE COULD ALSO INVOLVE THE BURNING OF STUMPS AS WELL AS HAULING THEM AWAY. THE FOLLOWING WILL APPLY DURING THIS PHASE.

1. CONSTRUCTION OF A "STONE" CONSTRUCTION ENTRANCE/EXIT SHALL BE DONE TO PREVENT SILT FROM BEING DEPOSITED ON ROADWAYS.
2. TEMPORARY CULVERTS SHALL BE PLACED IN DITCHES AND WATERWAYS IF NECESSARY TO GAIN ACCESS INTO THE SITE.
3. SILT FENCES SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER DURING ANY PHASE OF CONSTRUCTION.
4. ALL TREES AND DEBRIS WILL BE KEPT AWAY FROM DITCHES AND STREAMS SO RUN-OFF ACCUMULATING IN THE DITCHES AND STREAMS WILL NOT CARRY BRANCHES AND LIMBS DOWNSTREAM.
5. SWALES OR TEMPORARY DIVERSION SHALL BE CONSTRUCTED AS NECESSARY AND AS SHOWN TO DIVERT RUN-OFF AWAY FROM THE WORK AREA.
6. SILT TRAPS AND SEDIMENT BASINS SHALL BE INSTALLED WHERE SHOWN ON THE PLANS IN AND ACCORDANCE WITH DETAILS SHOWN TO CATCH RUNOFF AND FILTER IT PRIOR TO DISCHARGE FROM THE SITE.

B. PHASE 2

TOPSOIL STRIPPING AND STOCKPILING: THIS IS THE PHASE AFTER ALL TREE REMOVAL, STUMP AND DEBRIS REMOVAL. TOPSOIL WILL BE STRIPPED AND STOCKPILED ON THE SITE AS SHOWN ON THE PLANS. THE FOLLOWING REQUIREMENTS WILL APPLY DURING THIS PHASE OF CONSTRUCTION.

1. ALL REQUIREMENTS OF PHASE 1 NOTED ABOVE FOR STUMP REMOVAL WILL ALSO APPLY FOR THIS PHASE OF CONSTRUCTION.
2. ADDITIONAL SILT FENCING AROUND STOCKPILE AREA AS NECESSARY TO PREVENT SILT WASH-OFF FROM THE SITE.

C. PHASE 3

GRADING OPERATIONS: THIS PHASE IS THAT TIME WHEN THE EARTH IS BEING MOVED FROM ONE PORTION OF THE SITE TO ANOTHER OR IS BEING HAULED INTO OR HAULED OFF FROM THE SITE. THIS IS A CRITICAL TIME WHEN SEDIMENT AND EROSION CONTROL FACILITIES MUST BE CONSTANTLY CHECKED TO BE SURE THEY ARE EFFECTIVE AND CONSTANTLY CHANGED TO MEET THE CURRENT CONDITIONS. THE FOLLOWING WILL APPLY TO THIS STAGE OF CONSTRUCTION.

1. ALL SEDIMENT CONTROL FACILITIES REQUIRED SHALL BE INSTALLED DURING PHASE 1 AND 2 SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED TO AN ACCEPTABLE MANNER.
2. WHENEVER A SILT CONTROL FACILITY IS REMOVED BECAUSE OF CHANGING SITE CONDITIONS IT SHALL BE REPLACED WITH ANOTHER MEASURE THAT WILL BE PART OF THE PROGRAM OF SILT AND EROSION CONTROL.
3. CUT SLOPES SHALL BE PROTECTED BY CONSTRUCTING SWALES AT THE TOP OF CUT SLOPES TO INTERCEPT RUNOFF UPGRADE FROM RUNNING DOWN SLOPES UNCONTROLLED. SWALES WILL BE CONSTRUCTED AS NECESSARY WITH RIP-RAP CHECK DAMS OR SILT FENCES CONSTRUCTED IN SWALES AS NECESSARY TO PREVENT EROSION AND SILTATION.
4. FILL SLOPES SHALL BE PROTECTED BY THE CONSTRUCTION OF BERMS AT THE TOP OF ALL FILL SLOPES TO PREVENT UNCONTROLLED RUNOFF DRAINING DOWN FACE OF SLOPES AND CAUSING EROSION AND SILTATION.
5. RUNOFF ACCUMULATING IN BERMS FROM UPGRADING RUNOFF SHALL BE DIRECTED ALONG BERM TO SLOPE DRAINS THAT WILL CARRY RUNOFF DOWN THE SLOPE. SLOPE DRAINS SHALL HAVE INLET SILT PROTECTION TO STOP SILT AT PIPE INLET.
6. SILT FENCES SHALL BE IN PLACE AT THE TOE OF ALL FILL SLOPES.
7. TERRACES, BERMS, SWALES SHALL BE CONSTRUCTED AT INTERMEDIATE LOCATIONS THROUGHOUT THE SITE AS NECESSARY TO CONTROL EROSION AND SEDIMENT TRANSPORT. THESE DIVERSION FACILITIES SHALL BE SUPPLEMENTED AS NECESSARY WITH SILT FENCES AND RIP-RAP FILTER BERMS TO FILTER ACCUMULATED SEDIMENT FROM RUNOFF PRIOR TO DISCHARGE FROM THE SITE.
8. SEDIMENT BASINS SHALL BE INSTALLED IF NECESSARY.
9. SLOPES (CUT AND FILL) THAT ARE CONSTRUCTED IN THE FINAL CONFIGURATION SHALL BE COVERED WITH 4" OF TOPSOIL AND GRASSED AND MULCHED AS SOON AS GRADING IS COMPLETED SO VEGETATION CAN PROTECT SLOPE.
10. PORTIONS OF THE SITE THAT ARE GRADED TO FINAL GRADE AND ARE NOT TO RECEIVE PAVEMENT OR BUILDINGS SHOULD HAVE 3" OF TOPSOIL SPREAD OVER THE SURFACE AND GRASSED AS SOON AS POSSIBLE IN CONSTRUCTION PROCESS. THIS PHASE OF CONSTRUCTION IS CRITICAL IN THE EROSION AND SILT CONTROL PROCESS.
11. STORM SEWERS NEED TO BE INSTALLED AS SOON AS POSSIBLE IN THE CONSTRUCTION PROCESS AND CONCURRENT WITH GRADING OPERATIONS TO ENSURE A SUCCESSFUL PROGRAM. RUNOFF SHALL BE DIRECTED TO STORM SEWER SYSTEM AS SOON AS POSSIBLE.

D. PHASE 4

STORM DRAINAGE AND UTILITY INSTALLATION PLAN: THIS PHASE WILL BE DONE AFTER OR CONCURRENT WITH THE GRADING PHASE. STORM SEWERS SHALL BE INSTALLED AND PUT INTO SERVICE AS EARLY IN THE GRADING PROCESS AS POSSIBLE. THE FOLLOWING WILL APPLY TO THIS PHASE OF CONSTRUCTION:

1. ALL ASPECTS OF THE PREVIOUS PHASES SHALL BE MAINTAINED AS APPLICABLE.
2. STORM SEWERS THAT ARE INSTALLED SHALL BE PUT INTO SERVICE IMMEDIATELY. THE INLETS/FLUMES OF ALL STORM SEWERS SHALL BE PROTECTED WITH SILT TRAPS THAT PREVENT SEDIMENT FROM ENTERING PIPE. THIS PROTECTION CAN BE SILT FENCES AND HAYBALES OR RIP-RAP FILTER BERMS AS APPLICABLE AND AS SHOWN ON THE PLANS.
3. RIP-RAP AS SHOWN ON THE PLANS AND AS REQUIRED ON THE SITE WILL BE INSTALLED AT PIPE OUTLETS TO PREVENT EROSION DUE TO VELOCITIES OF WATER IN THE PIPES. THE RIP-RAP SHALL BE EXTENDED DOWNSTREAM AS NEEDED TO PREVENT EROSION.
4. ADDITIONAL SILT FENCING SHALL BE INSTALLED AS NECESSARY TO PREVENT EROSION AND SILTATION RESULTING FROM STOCKPILED EXCAVATION MATERIAL FROM UTILITY INSTALLATION OPERATION.
5. WATTLES SHALL BE INSTALLED IN ALL NEWLY CONSTRUCTED DITCHES AND SWALES AS NECESSARY TO PREVENT EROSION AND SILTATION FROM WASHING DOWNSTREAM.

E. PHASE 5

FINISH GRADING, CURB AND PAVEMENT INSTALLATION, AND LANDSCAPING: THIS IS THE WRAP-UP STAGE WHEN ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES WILL BE PHASED OUT. THE FOLLOWING WILL APPLY TO THIS PHASE:

1. ALL FACILITIES FROM PHASE 1 THROUGH PHASE 4 WILL BE MAINTAINED AS APPROPRIATE AND REMOVED ONLY WHEN NO LONGER NEED OR REPLACED WITH PHASE APPROPRIATE BMP.
2. SILT TRAPS AROUND DRAINAGE INLETS/FLUMES WILL BE MAINTAINED, MODIFIED AS NECESSARY AND REMOVED WHEN NEED IS GONE.
3. ALL AREAS NOT RECEIVING PAVEMENT OR BUILDINGS SHALL HAVE 4" OF TOPSOIL SPREAD OVER AREA AND GRASSED PER PLAN, OR HAVE LANDSCAPING, MULCHING AND OR SOD INSTALLED AS APPLICABLE.
4. CONTRACTOR MAY COVER SOME AREAS WITH 2 1/2" THICK GRADED AGGREGATE FOR EROSION CONTROL IN LIEU OF GRASSING. MUST BE APPROVED BY THE ENGINEER
5. TERRACES, BERMS, SWALES SHALL BE CONSTRUCTED AT INTERMEDIATE LOCATIONS THROUGHOUT THE SITE AS NECESSARY TO CONTROL EROSION AND SEDIMENT TRANSPORT. THESE DIVERSION FACILITIES SHALL BE SUPPLEMENTED AS NECESSARY WITH SILT FENCES AND RIP-RAP FILTER BERMS TO FILTER ACCUMULATED SEDIMENT FROM RUNOFF PRIOR TO DISCHARGE FROM THE SITE.
6. SEDIMENT BASINS SHALL BE INSTALLED IF NECESSARY.
7. SLOPES (CUT AND FILL) THAT ARE CONSTRUCTED IN THE FINAL CONFIGURATION SHALL BE COVERED WITH 4" OF TOPSOIL AND GRASSED AND MULCHED AS SOON AS GRADING IS COMPLETED SO VEGETATION CAN PROTECT SLOPE.
8. PORTIONS OF THE SITE THAT ARE GRADED TO FINAL GRADE AND ARE NOT TO RECEIVE PAVEMENT OR BUILDINGS SHOULD HAVE 4" OF TOPSOIL SPREAD OVER THE SURFACE AND GRASSED AS SOON AS POSSIBLE IN CONSTRUCTION PROCESS. THIS PHASE OF CONSTRUCTION IS CRITICAL IN THE EROSION AND SILT CONTROL PROCESS.
9. STORM SEWERS NEED TO BE INSTALLED AS SOON AS POSSIBLE IN THE CONSTRUCTION PROCESS AND CONCURRENT WITH GRADING OPERATIONS TO ENSURE A SUCCESSFUL PROGRAM. RUNOFF SHALL BE DIRECTED TO STORM SEWER SYSTEM AS SOON AS POSSIBLE.



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**LAKEPOINT DRIVE
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**BEST
MANAGEMENT
PRACTICES NOTES
(PAGE 1 OF 2)**

SCALE: N/A

DRAWN:	DKM
SCALE:	N/A
DATE:	2/3/2022

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III. LANDSCAPING/SEEDING:

REFER TO THIS DRAWING (SEEDING NOTES;) FOR ACTUAL REQUIREMENTS FOR THE INSTALLATION OF LIME, FERTILIZER, SEED AND MULCH. GRASSING OPERATIONS SHALL BE DONE THROUGHOUT CONSTRUCTION PROCESS AT THOSE TIMES WHEN PORTIONS OF THE SITE ARE FINISHED AND READY FOR PERMANENT GROUND COVER. THIS WILL REQUIRE MULTIPLE EFFORTS BY THE GRASSING SUBCONTRACTOR TO STABILIZE ALL IMPACTED AREAS OF THE SITE IN AN ORDERLY FASHION. NO AREA OF THE SITE THAT RECEIVED FINAL GRADE SHALL BE LEFT FOR MORE THAN FOURTEEN (13) DAYS WITHOUT THE APPLICATION OF SEED AND MULCH.

IV. INSPECTION AND MAINTENANCE INSTRUCTIONS:

ALL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSPECTED REGULARLY TO BE SURE THEY ARE EFFECTIVE IN THE EVENT OF RAINFALL. THEY SHALL BE INSPECTED ONCE A WEEK (MINIMUM) AND WITHIN 24 HOURS AFTER EACH RAINFALL EVENT. ANY DAMAGED OR NON- FUNCTIONAL FACILITY SHALL BE REPAIRED IMMEDIATELY. THE FOLLOWING WILL APPLY TO MAINTAINING EROSION AND SEDIMENT CONTROL FACILITIES.

- A. SEDIMENT BASINS SHALL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT BUILDUP REACHES THE CLEANOUT POINT INDICATED ON THE DETAIL. SEDIMENT SHALL BE DISPOSED IN SUITABLE AREAS AND IN SUCH A MANNER THAT WILL NOT ERODE OR CAUSE SEDIMENTATION PROBLEMS. THE BASIN EMBANKMENT SHALL BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. EMERGENCY SPILLWAYS SHALL BE CHECKED REGULARLY TO ENSURE THAT THEIR LININGS ARE WELL ESTABLISHED AND EROSION RESISTANT.
- B. SEDIMENT TRAPS WILL BE CHECKED REGULARLY FOR SEDIMENT CLEANOUT. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED. SEDIMENT REMOVED FROM THE TRAP SHALL BE DEPOSITED IN SUITABLE AREAS AND IN SUCH A MANNER THAT IT WILL NOT ERODE AND CAUSE SEDIMENTATION PROBLEMS.
- C. WATTLES WILL BE CHECKED REGULARLY FOR SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE. IF THE WATTLE IS CLOGGED OR DAMAGED, IT SHALL BE REMOVED AND CLEANED OR REPLACED.
- D. SILT FENCE BARRIERS WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.
- E. SEEDED AREAS WILL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEDED AS NEEDED.
- F. IF ANY FACILITY IS DAMAGED DURING MAINTENANCE, OR OTHERWISE, THE DAMAGED PORTION SHALL BE REMOVED AND REPLACED ACCORDING TO THE INDICATED DETAIL.
- G. IF SILT HAS CLOGGED SEDIMENT CONTROL FACILITY AND IT IS NO LONGER EFFECTIVE IN FILTERING SILT, THE STRUCTURE SHALL BE REMOVED AND REPLACED WITH A NEW STRUCTURE IN ACCORDANCE WITH APPLICABLE DETAIL.
- H. CONSTRUCTION ENTRANCE SHALL HAVE ADDITIONAL STONE ADDED AS MUD COVERS STONE. DURING MUDDY TIMES, TIRES SHALL BE WASHED PRIOR TO GOING INTO THE STREET.
- I. MAINTAINING EFFECTIVENESS: CONTRACTORS QCI SHALL INSPECT OVERALL PERFORMANCE OF EROSION AND SEDIMENT CONTROL FACILITIES AND AREAS DOWNSTREAM. IF SILT IS APPARENT DOWNSTREAM FROM STRUCTURES, SOME FAILURE HAS OCCURRED. IF SEDIMENT IS OBSERVED DOWNSTREAM, IMMEDIATELY NOTIFY THE ENGINEER. ENGINEER WILL INSPECT THE CONDITION AND AFTER INSPECTION, WILL DIRECT THE REMOVAL OF ACCUMULATED SEDIMENT DOWNSTREAM AND INSTALLATION OF ADDITIONAL STRUCTURAL MEASURES AS NECESSARY. CONTRACTOR SHALL IMPLEMENT RECOMMENDED SOLUTIONS TO PROBLEM AREAS AS RECOMMENDED.

V. COMPLETION

PROJECT CLOSE OUT: THE FOLLOWING SHALL BE DONE AT THE END OF THE PROJECT.

- 6. INSPECT SITE TO BE SURE THAT GROUND COVER IS COMPLETE AND ADEQUATE. IN OTHER WORDS, ALL AREAS ARE EITHER PAVED OR HAVE GOOD GROUND COVER WITH NO EROSION APPARENT. GENERALLY GOOD GROUND COVERAGE OF VEGETATION IS DEFINED AS 85% VEGETATIVE COVER WITH NO AREAS OF EROSION APPARENT.
- 7. IF ABOVE INSPECTION IS MADE AND APPROVED, ALL STRUCTURAL FACILITIES SHALL BE REMOVED ALONG WITH ANY ACCUMULATED SILT. THE AREAS DISTURBED BY REMOVAL OF STRUCTURES SHALL BE FINE GRADED, GRASSED AND MULCHED.
- 8. IF INSPECTION IS MADE AND PROBLEMS EXIST, RESOLVE THE PROBLEM, MAKE THE REPAIR, AND MAKE SUBSEQUENT INSPECTION PRIOR TO REMOVAL.

VI. MISCELLANEOUS ISSUES:

- 1. NO FUEL OR OIL WILL BE STORED ON SITE.
- 2. NO OILS OR GAS WILL BE DUMPED ON SITE.
- 3. LOCATION OF TRAILER AND PORT-A-JOHN WILL BE FIELD DETERMINED TO AVOID CONSTRUCTION ACTIVITIES. LOCATION WILL CHANGE DURING CONSTRUCTION AS APPROPRIATE.
- 4. DEWATERING OPERATIONS MAY BE REQUIRED ON THIS PROJECT. IF REQUIRED, PUMPED GROUND WATER SHALL BE ROUTED THROUGH SILT CONTROL FACILITY TO FILTER WATER PRIOR TO DISCHARGE.
- 5. PROJECT SITE SHALL BE KEPT CLEAR OF ALL HUMAN AND CONSTRUCTION DEBRIS. CONTRACTOR SHALL HAVE TRASH COLLECTED WEEKLY AND PLACED IN DUMPSTER TO BE HAULED OFF THE SITE.
- 6. ALL WATER SUPPLY WILL BE PROVIDED FROM PUBLIC WATER SUPPLY.
- 7. ALL HUMAN WASTE WILL BE IN PORT-A-JOHN OR PUBLIC SEWER SYSTEM TOILET AND DISPOSED OF BY A LICENSED VENDOR OR IN A PUBLIC SANITARY SEWER SYSTEM
- 8. ANY SPILLED OIL, GAS, ETC., RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE CONTAINED AND CLEANED IMMEDIATELY AND CONTAMINATED SOILS SHALL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.
- 9. DUST SUPPRESSION OPERATIONS WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

VII. SEEDING NOTES:

- A. PRIOR TO TEMPORARY SEED APPLICATION, TREAT SOIL AS FOLLOWS:
 - 1. THE CONTRACTOR SHALL BE REQUIRED TO HAVE SOIL TESTED AND FOLLOW RECOMMENDATIONS FOR AMENDING THE SOIL WITH ITEMS SUCH AS LIME, FERTILIZER, ETC. TESTING AND AMENDMENTS SHALL BE A SUBSIDIARY OBLIGATION OF THE APPLICABLE EROSION & SEDIMENTATION CONTROL ITEM.
 - 2. THOROUGHLY INCORPORATE THE ABOVE AMENDMENTS INTO THE FIRST TWO TO THREE INCHES OF SOIL. AFTER SEEDING, FIRM THE SEEDS INTO THE TOP 1/4" OF SOIL. GRADE AREAS TO BE SEEDED TO INSURE PROPER DRAINAGE WITH EVEN GRADES. MULCH IMMEDIATELY AFTER SEEDING WITH EITHER STRAW, HAY OR WOOD CELLULOSE FIBER. STRAW OR HAY SHALL BE APPLIED AT A RATE OF 100 LBS./1000 SF. HAY OR STRAW SHALL BE STABILIZED WITH AN ADHESIVE. ALL SLOPES WHICH EXCEED 3:1 SHALL BE HYDROSEEDED. WATER AS REQUIRED TO ESTABLISH SEED. ALL AREAS THAT DO NOT SHOW 85% COVER SHALL BE RESEDED UNTIL PERMANENT GRASS HAS BEEN ESTABLISHED WITH NO BARE AREAS OR WASHOUTS. AFTER GRASS HAS SHOWN GROWTH (APPROXIMATELY 40 DAYS) AND WHILE SOIL SURFACE IS MOIST, THE CONTRACTOR SHALL ADD ANY RECOMMENDED TOP DRESSING FROM SOIL TEST.

B. TEMPORARY SEEDING SHALL BE PERFORMED IF A DISTURBED AREA IS LEFT UNATTENDED FOR (13) OR MORE DAYS. APPLY SEED AS PER ALDOT'S CURRENT EDITION OF STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 665.

C. PERMANENT SEEDING SHALL BE PERFORMED UPON COMPLETION OF FINAL GRADING AND TOPSOIL PLACEMENT. APPLY SEED AS PER ALDOT'S CURRENT EDITION OF STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 860

NOTE: IF APPLICABLE, SEE LANDSCAPING PLAN FOR AREAS TO BE SODDED AND/OR DISTURBED AREAS SHALL BE HYDRO-SEEDED WITH PERMANENT SEEDING MIX.

- D. ALL TEMPORARY/PERMANENT SEEDING SHALL BE MULCHED. USE EROSION CONTROL BLANKETS ON ALL SLOPES 3:1 AND STEEPER.
- E. ALL SOD AND PERMANENT SEEDING AREAS SHALL HAVE 3" MIN. TOPSOIL LAYER.
- F. ALL TEMPORARY/PERMANENT SEEDING AND MULCHING SHALL BE PERFORMED USING HYDRO-SEEDING AND MECHANICAL MULCH SPREADER METHODS.



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**LAKEPOINT DRIVE
CONCRETE REPLACEMENT
PROJECT**

**BEST
MANAGEMENT
PRACTICES NOTES
(PAGE 2 OF 2)**

SCALE: N/A

DRAWN:	DKM
SCALE:	N/A
DATE:	2/3/2022

**SHEET
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