



BID #26009

THE CITY OF OPELIKA

Engineering Department

## **City-Wide Asphalt Paving Project**

EDDIE SMITH, MAYOR

JOEY MOTLEY, CITY ADMINISTRATOR

LILLIE FINLEY, PURCHASING-REVENUE MANAGER

SCOTT PARKER, P.E., CITY ENGINEER

**INVITATION TO BID  
26009**

Sealed bids for the construction of the

**City-Wide Asphalt Paving Project**

shall be received at the Opelika City Hall IT Conference Room, 204 South Seventh Street, Opelika, Alabama, **until 2:00 p.m., local time, on Tuesday, February 17, 2026**, and then publicly opened and read aloud. All interested parties are invited to attend. Only bids from competent general contractors will be considered. At the time of contract award, the successful bidder must be a properly licensed general contractor. The attention of all bidders is called to the provisions of State law governing "General Contractors" as set forth in the Ala. Code §34-8-1, et. seq. (1975) and rules and regulations promulgated thereto. Bidders must be licensed by the Licensing Board for General Contractors when bids are submitted.

Bidders are required to have a State of Alabama General Contractor's License with a specialty of "Highways and Streets, Clearing and Grubbing, Earthwork, Erosion, Site Work, Grading or Municipal and Utility". All bidders must submit with their proposal, contractor's license number and a copy of the license. State law Ala. Code §34-8-8(b) requires all bids to be rejected which do not contain the contractor's current license number. Evidence of this license shall be documented on the outside of the sealed bid.

All bidders shall possess all other licenses and/or permits required by applicable law, rule or regulation for the performance of the work.

Drawings and Specifications may be examined at the Office of the City Engineer located at 700 Fox Trail, Opelika, Alabama, and phone number: 334-705-5450. Bid documents may be obtained from the Office of the City Engineer at no charge as an electronic file if the bidder supplies a storage drive or as an email attachment or electronic drop box. Additionally, bid documents will be made available on the City of Opelika's website at [www.opelika-al.gov/bids.aspx](http://www.opelika-al.gov/bids.aspx).

The bidder's proposal must be submitted on the complete original proposal furnished to him/her by the City of Opelika. All information in the proposal must be completed by the bidder for the proposal to be accepted.

A Bid Bond in the amount of five (5) percent of the bid amount made payable to the City of Opelika must accompany each bid. Performance and Payment Bonds for the full contract sum will be required of the successful bidder. The right is reserved by the Owner to reject all Bids and to waive irregularities.

Envelopes containing bids must be sealed, marked, addressed as follows, and delivered to: Lillie Finley, Purchasing-Revenue Manager, City of Opelika, 204 South 7th Street, P.O. Box 390, Opelika, Alabama, 36803-0390. **Attn: City-Wide Asphalt Paving Project**

LILLIE FINLEY- PURCHASING-REVENUE MANAGER  
CITY OF OPELIKA  
204 SOUTH SEVENTH STREET (36801)  
POST OFFICE BOX 390 (36803-0390)  
OPELIKA, ALABAMA  
PH: (334) 705-5120

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## **INTRODUCTION**

This is a bid solicitation for qualified contractors to provide work activities required to provide traffic striping and other related items of work. Placement of thermoplastic and paint striping, thermoplastic and paint markings, thermoplastic and paint legends, and pavement markers are the major items of work that will be performed. The Opelika Engineering Department will make every effort to have work located, prioritized, schedule, and grouped in order to optimize the mobilization of the contractor.

## **COMPENSATION**

Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the appropriate spaces in the Bid Form for each unit price work described herein. Unit prices shall include all mobilization, labor, materials, tools and equipment, all direct and indirect costs necessary to compensate the item of work and shall include all overhead and profit.

## SECTION I

### DEFINITION OF TERMS

1.01 **DEFINITIONS:** Whenever in these Specifications, or in any documents or instruments in construction operations where these Specifications govern, the following terms, or pronouns in the place of them, are used, the intent and meaning shall be interpreted as follows:

1.02 **ADDENDUM:** A document which is added to the original Contract Documents during the bidding period to clarify, revise, add to, or delete from the original Contract Documents or previous Addenda.

1.03 **AGREEMENT:** The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.

1.04 **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.05 **BIDDER:** Any individual, firm or corporation submitting a Proposal for the work contemplated, acting directly or through a duly-authorized representative.

1.06 **CONTRACT:** The written agreement between the Owner and the Contractor, covering the performance of the Work and the furnishing of the labor and materials in the construction thereof. The Contract shall include, but shall not be limited to, the "Notice to Contractors", "Proposal", "Plans", "General Conditions", "Standard Specifications", "Supplemental Specifications", "Special Provisions" (if any), "Contract Agreement", and "Contract Bonds", together with all the "Supplemental Agreements", "Addenda", and "Extra Work Orders" that are required to complete the Work in a substantial and acceptable manner.

1.07 **CONTRACT BID PRICE:** The sum of the products of the approximate quantities of the items of the Work listed in the Proposal and the respective unit prices bid in the Proposal.

1.08 **CONTRACT BONDS:** The approved bonds furnished by the Contractor and his surety to guarantee completion of the Contract in accordance with its terms and prompt payment to all persons supplying him or them with labor, materials, or supplies.

1.09 **CONTRACTOR:** The individual, firm, or corporation that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

1.10 **COUNTY:** Lee

1.11 **ENGINEER:** City Engineer of the City of Opelika as appointed by the Mayor, or any other qualified civil engineer appointed by the Mayor.

1.12 EQUIPMENT: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.13 EXTRA WORK: Work or material, the performance or furnishing of which is found necessary for proper completion of the improvement, and which in principle is an obligation of the Contractor, but which is not covered by any item in the bid schedule in the Proposal and for which no means of payment, direct or indirect, has been provided in the Contract, and which is an obligation for which special remuneration, by an "Extra" price or by other consideration, in any case to be duly negotiated, or by "Force Account", shall be paid to the Contractor.

1.14 EXTRA WORK ORDERS: Written orders approved by the Engineer to the Contractor concerning the performance of work or furnishing of materials involving Extra Work as defined in these Specifications.

1.15 INSPECTOR (RESIDENT PROJECT REPRESENTATIVE): An authorized representative of the Engineer, assigned to make detailed inspection of any or all portions of materials furnished and work performed by the Contractor.

1.16 LABORATORY: Any laboratory approved by the Engineer and authorized by the Owner, to test materials and work involved in the Contract.

1.17 MATERIAL: Any substance proposed to be used in connection with the construction of any part of the work and its appurtenances.

1.18 NOTICE TO CONTRACTORS (ADVERTISEMENT FOR BIDS): A document which briefly describes to prospective Bidders the title and location of Project, location of Bid opening, brief description of nature and scope of Project, identities of Owner and Engineer, how to obtain Bid Documents, deposit requirements, statement of bid security, and method of submitting bids.

1.19 NOTICE TO PROCEED: Written notice from the Engineer or the equivalent thereto, giving the Contractor notice of the date on which he is to begin the prosecution of the Work for which he has contracted.

1.20 OWNER: City of Opelika

1.21 PLANS (DRAWINGS): All official, approved Plans (Drawings), which are on file with the Owner, or exact reproductions thereof, showing details of the Work covered by the Contract.

1.22 PRODUCT: The term "product" as used in these Contract Documents includes materials, systems and equipment.

1.23 PROJECT: The entire Work to be performed pursuant to the Contract Documents.

1.24 PROPOSAL: The written offer for the Work contemplated, when submitted by the Bidder in

the required manner on the prescribed Proposal Form, properly signed and guaranteed.

1.25 PROPOSAL FORM: The approved prepared form on which the Owner requires the formal bids be submitted for the Work contemplated.

1.26 PROPOSAL GUARANTY: The certified check or bid bond designated in the Notice to Contractors, or in the Proposal Form, to be furnished by the Bidder to insure execution of the Contract and furnishing of the bonds for the Work contemplated, if it be awarded to him.

1.27 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a subcontractor, manufacturer, supplier, distributor or other person on behalf of the Contractor, and which illustrate the equipment, material or some portion of the Work.

1.28 SPECIFICATIONS: The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as General Conditions, Supplemental General Conditions, Supplemental Specifications, or Special Provisions.

1.29 STATE: Alabama

1.30 SUBCONTRACTOR: Any properly qualified individual, firm, or corporation undertaking the performance of any part of the Work under the terms of the Contract by virtue of an agreement between himself and the Contractor previously approved by the Owner.

1.31 SUPERINTENDENT: The representative for the Contractor present on the Work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of efficiently superintending the Work.

1.32 SUPPLEMENTAL AGREEMENT: A written agreement executed by the Owner and the Contractor with the consent of the Surety covering major changes and/or revised or new unit prices and items and supplementing the original Contract.

1.33 SURETY: The corporate body, licensed under the laws of the state, bound with and for the Contractor for the acceptable performance of the Contract and also for the payment of claims recoverable under the Contract Bonds.

1.34 WORK: The entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 WORKING DAY: Any calendar day other than Saturday or Sunday and a day which is a City holiday, except days with inclement weather, site conditions or other conditions beyond the contractor's control that prevent prosecution of work at least 25 percent of the daily hours routinely worked.

## SECTION II

### PROPOSAL REQUIREMENTS AND CONDITIONS

#### 2.00 TYPE OF PROPOSAL

##### UNIT PRICE BID

The Proposal for the Work is to be submitted on a unit price basis. The estimate of quantities of work to be done is tabulated in the Proposal, and is an approximate estimate only, and is assumed solely for the basis of calculation upon which the award of contract shall be made. The Bidder should not assume that he shall receive such exact quantity of work if awarded this Contract. Payment to the successful bidder will be made on the measurement of the work actually performed by the successful bidder as specified in the Contract Documents. The Owner shall issue individual "Notice to Proceed" orders during the Contract term pursuant to the Contract Documents. In addition, the Owner reserves the right to choose to issue limited "Notice to Proceed" orders during the Contract term pursuant to the Contract Documents. Only the minimum amount of work established in the Proposal Documents is guaranteed under the Contract. The Owner may order work in allotments based on priority, location, schedule, and cost. All work necessary to complete any Work Order and restore the sites and the Owner's facilities to existing condition shall be considered incidental to the cost of **each line item**. Actual quantities and final compensation will be based on work orders issued. The owner reserves the right to add or reduce quantities based on the owner's needs.

#### 2.01 QUALIFICATIONS OF BIDDERS:

Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid, and that the equipment necessary for the prosecution of the Work is available. The Bidder shall be licensed as a Contractor when required by state law.

Bidder shall fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

The bidder must demonstrate in its proposal the qualifications of its organization and references for past successes on similar projects. The successful bidder must demonstrate that it has sufficient resources available to successfully complete the project. The bidder shall attach to the Bid Form a financial statement and a qualifications and experience questionnaire on a form provided by the City. After all bids are received, the owner shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the bidder possesses the qualifications necessary for the satisfactory performance of the services required. An interview of one or more of the bidders may be scheduled to facilitate evaluation of each proposal. The lowest bid price will not necessarily be selected; however, price is a component of the evaluation.

## 2.02 CONTENTS OF PROPOSAL FORMS:

The Owner will furnish Bidders Specifications containing a blank Proposal Form showing a description of the Work contemplated, the approximate estimate of the various quantities of the pay items of the Work to be performed and materials to be furnished, the amount of the Proposal Guaranty, the date, time, and place of opening of Proposals, and the time in which the Work must be completed. All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached or altered.

## 2.03 INTERPRETATION OF APPROXIMATE ESTIMATES:

Although the estimate of quantities of work listed in the Proposal Form are the results of calculations made from field surveys or other available information, they are to be considered as only approximate estimates of the quantities of the different pay items and are to be used only as a basis for comparing bids for awarding the Contract. Such quantities, including the classification thereof, may or may not be representative of the actual conditions encountered during construction and the Owner does not guarantee that the approximate quantities given will hold strictly in the construction of the Work.

Final payment to the Contractor will be made for only the actual quantities of the respective pay items of the Work performed, at the Contract unit prices bid in the Proposal, in accordance with the Plans and Specifications, as finally determined from actual measurements made during the progress or after completion of the Work, and if, upon completion of the Work, the actual quantities of the respective pay items performed shall be more or less than the quantities estimated in the Proposal, the Contract unit prices bid in the Proposal will still prevail, except as otherwise hereinafter provided.

## 2.04 EXAMINATION OF PLANS AND SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK:

All Bidders are required to examine carefully the site of the proposed Work, the Proposal forms, Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, and the Contract and Bond Forms, and it is mutually agreed that the submission of a Proposal shall be *prima-facie* evidence that the Bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, Contract and Bonds, and as to the contingencies. Bidders shall satisfy themselves that the Work can be completed within the time set forth in the Contract. Bidders shall also familiarize themselves with, and shall comply with, the requirements of all federal, state and local laws and ordinances which may directly or indirectly affect the Work or its prosecution, persons engaged in or employed on the Work, and the materials or equipment used in the Work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

## 2.05 PREPARATION OF PROPOSAL:

The Bidder's Proposal must be submitted on the Proposal Form furnished him by the Owner. The Bidder must specify, with figures, a unit price for each of the separate items for which the approximate quantity is given in the Proposal Form (except when alternate bids are called for on items) and shall show the respective unit prices and in the column provided for that purpose, as well as the sum of the unit cos for which he will perform all of the estimated Work as required by these General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions and the Plans. The Engineer will check the sum given in the Proposal and, in case of error or discrepancy, the sum obtained by adding of the unit prices listed in the Proposal shall prevail and this shall be the unit cost for the basis of payment. The Proposal shall be properly signed by the Bidder.

## 2.06 IRREGULAR PROPOSALS:

Proposals may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures or irregularities of any kind.

## 2.07 PROPOSAL GUARANTY:

No proposal will be considered unless accompanied by a properly certified check or bid bond made payable to the Owner in the amount indicated in the Notice to Contractors. Cashier's checks will be accepted in lieu thereof in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000. The full amount of the Proposal Guaranty of a Bidder whose Proposal is accepted shall be forfeited to the Owner, in liquidation of damages, in the event of failure of the Bidder to execute Contract and Contract Bonds as stipulated herein.

## 2.08 DELIVERY OF PROPOSALS:

Each proposal shall be placed, together with the Proposal Guaranty, in a sealed envelope on the outside of which is written in large letters "Proposal for (Name of Project)" and so marked as to indicate the Project, and the name of the Bidder. Proposals may be delivered in person or by mail. When sent by mail, preferably registered, the sealed Proposal, marked as indicated above, shall be enclosed in another envelope for mailing. Proposals will be received by the Owner until the hour of the date set in the Notice to Contractors for the opening thereof. No Proposal will be accepted or considered which has not been received prior to the hour of the opening date.

## 2.09 WITHDRAWAL OR REVISION OF PROPOSAL:

A proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for opening of Proposals, provided a request in writing executed by the Bidder or his duly authorized representative is filed with the Owner prior to that time. When such Proposal is reached, it will be returned to the Bidder unopened. No Proposal can be withdrawn, modified, or corrected after the hour set for opening such Proposals. Proposals received after the hour set for opening will be returned unopened.

## 2.10 OPENING OF PROPOSALS:

Proposals will be opened and read publicly, except when directed otherwise by the Owner, at the time and place indicated in the Notice to Contractors. Bidders or their authorized representative are invited to be present at public opening of Bids.

## 2.11 DISQUALIFICATION OF BIDDERS:

If there is reason to believe that collusion exists among the Bidders, any or all Proposals may be rejected, and participants in such collusion may not be considered in future Proposals for the same Work.

## 2.12 LIQUIDATED DAMAGES:

Time is an essential element in the Contract. As the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Owner for the administration of the Contract, inspection, and engineering for the Work under construction will be increased as the time occupied in the Work is lengthened. Therefore, for each day that the Work remains uncompleted after the time specified in the Contract, or additional time that may be allowed by the Engineer for the completion of the Work when extra or additional work is ordered by the Owner, the amount specified in the Contract shall be paid by the Contractor to the Owner as liquidated damages for the loss sustained by the Owner because of failure of the Contractor to complete the work within the specified time. Liquidated damages will be deducted monthly from partial payments otherwise due the Contractor.

## SECTION III

### AWARD AND EXECUTION OF CONTRACT

#### 3.01 CONSIDERATION OF BIDS:

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

- More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- Evidence of collusion among bidders.
- Failure to submit all required information requested in the bid specifications.
- Unqualified to complete the work by previous project experience and reference checks.
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise

After the Proposals are opened and read, the unit cost of each item will be analyzed, and the total sum of the unit cost will be used as part of the basis of the award of the contract. The unit cost and sum of the unit cost for each proposal will be compared, and the results of such comparison will be immediately made public. Until the final award of the Contract, however, the Owner reserves the right to reject any and all Proposals, and to waive all technicalities.

#### 3.02 AWARD OF CONTRACT:

The proposal will be evaluated on the following criteria:

(a) Price Proposal. The owner will consider the bidder's price proposal based upon the proposed scope of work to meet the owner's requirements.

(b) Experience. The owner will consider the bidder's past experience in undertaking similar projects in type, scope and budget. At a minimum, the proposal should contain the following information:

- Business organization—state the full name, address, phone number and email address of your business and whether you operate as an individual, partnership or corporation.
- List of business's experience—List of business experience with state or municipal programs pertaining to asphalt work and similar improvements. If applicable, also identify other services performed for federal, state or municipal programs.
- Proof of appropriate state certifications—provide proof that you are licensed to operate in Alabama.
- Management summary—include a brief narrative description of the personnel and equipment available to perform the services.
- Qualifications—please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.

- References—references from at least two (2) clients preferably municipalities for whom your company has completed asphalt services within the last two (2) years. References should include the name, address, and telephone number for a contact person for each reference cited.

The owner reserves the right to reject any or all proposals based on its sole discretion, or to waive any minor defects or irregularities in a proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the owner.

- (c) Term. The initial term of this Agreement is one (1) year from February 2026, up to and including February 2027.
- (d) Compensation. Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.
- (e) Retainage. “Retainage” is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.
  - I. In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.
  - II. In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

### **3.03 RETURN OF PROPOSAL GUARANTEE:**

All Proposal Guarantees will be returned, if requested, within thirty (30) days following the opening of Proposals; except those of the three lowest Bidders, which will be returned, if requested, after satisfactory bonds have been furnished and the Contract has been executed. The Owner reserves the right to return all Proposal Guarantees by mail and its responsibility shall end upon the mailing thereof.

### **3.04 REQUIREMENTS OF CONTRACT BONDS:**

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract, and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful Bidder, to whom the Contract is awarded shall, within ten (10) days from the date of the award, furnish and file with the Owner an acceptable Surety Bond in the amount equal to one hundred percent (100%) of the Contract Bid Price of the Contract awarded. Said Bond shall be made on the approved Bond form, and shall be furnished by a rated surety company authorized to do business in the State, and countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and the bond shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, including both engineering and legal services, shall lie against the Contract Bond for performance of the Work.

In addition thereto, the successful Bidder to whom the Contract is awarded shall, within ten (10) days, furnish and file with the Owner an acceptable surety bond for payment of labor, materials, feed-stuffs or supplies payable to the Owner, in an amount not less than one hundred percent (100%) of the Contract Bid Price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed-stuffs, or supplies, for or in the prosecution of the Work, and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond.

If at any time, the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties upon the Performance or Payment Bonds, the Contractor shall, within five (5) days after notice from the Owner, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments to the Contractor shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond to the Owner.

### **3.05 EXECUTION OF CONTRACT:**

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within ten (10) days after the date of Notice of Award.

### **3.06 FAILURE TO EXECUTE CONTRACT:**

Failure to execute a Contract and file acceptable Contract Bonds within ten (10) days after the date

of Notice of Award shall be just cause for the annulment of the award and the forfeiture of the Proposal Guaranty, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder or the Work may be re-advertised or constructed by day labor, or otherwise contracted as the Owner may decide.

### 3.07 INSURANCE:

**Liability Insurance - Contractor:** The Contractor agrees that during the period of construction contemplated, he will maintain sufficient and adequate liability insurance to protect him from claims of employees under any Workmen's Compensation or similar act, or at common law, and also from members of the public for injury, including death, and for damage to property, which may arise out of Contractor's activities and operations under this Contract, as well as activities and operations of Subcontractors, their agents or employees. Limits of liability of such insurance shall be as more particularly outlined in the Special Provisions of these Specifications, and certificates of such insurance shall be furnished to the Owner and Engineer. If no limits of liability are specified, or if the Contractor feels that limits of liability as specified are inadequate for his protection, the Contractor shall provide limits of insurance as he deems appropriate.

**Owner's Protective Liability:** The Contractor shall furnish, in a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Owner, providing "Independent Contractor's Coverage" for the operations embraced by this Contract, and with the limits of liability as set out in the Special Provisions.

**Property Insurance - Contractor:** The Contractor shall assume complete responsibility for safeguarding all portions of Work in progress, whether completed or not, until such Work has been accepted by the Owner, and shall maintain such insurance to protect himself against perils which may cause such property to be damaged or destroyed. Title to such work in progress, whether completed or not, shall remain vested in the Contractor until finally accepted by the Owner.

**Contractor's and Subcontractor's Insurance:** The Contractors 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 his subcontract until the insurance required of the Subcontractor has been obtained and approved.

1. **Compensation Insurance:** The Contractor shall proceed and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case of any work sublet, the Contract shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees is engaged in hazardous work on the project under the Workmen's Compensation Insurance Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.

2. Subcontractor's Public Liability and Property Damage Insurance: The Contractor shall require each of his Subcontractors to procure and to maintain, during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type required of the Contractor, in amounts approved by the Owner.
3. Scope of Insurance and Special Hazards: The insurance required under subparagraph (b) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. The Contractor shall provide broad form (commonly termed Comprehensive General) Public Liability Insurance for not less than two million dollars (\$2,000,000.00) bodily injury-property damage per occurrence and general aggregate, and not less than two million dollars (\$2,000,000.00) automobile and truck liability bodily injury-property damage per occurrence and general aggregate. Such comprehensive policy shall include:
  - a. All liability of the Contractor and the Owner for the contractor's direct operations.
  - b. Subcontractor's operations.
  - c. Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed but which can be traced back to the Contract.
  - d. Contractual Liability, meaning thereby any risk assumed by the Contractor under hold harmless agreements or any other assumption of liability.
  - e. The Contractor shall indemnify and save harmless the Owner against all loss, cost or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner on account thereof.

The Owner may be protected by an endorsement adding the Owner's name as an additional assured in the Contractor's policy or "Owner's Protective Insurance" in the name of the Owner.

4. Fire, Extended Coverage, and Vandalism: The Contractor will be required to show certificates to the effect that he has ample builder's risk insurance which insurance shall include fire, extended coverage, and vandalism. The Contractor shall be responsible for any or all damage to the project during construction whether or not he is covered by the above insurance and he will not be relieved of this responsibility until the project is accepted by the Owner.

### 3.08 INDEMNITY PROVISIONS

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting

therefrom; and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of the Work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any adjoining building, structure or utility in consequence of the Work.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under paragraph 3.08 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents. The Contractor's insurance shall be primary in the event of loss. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the Contractor, including the City Engineer's general supervision of the Contractor.

The City of Opelika shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Opelika  
P.O. Box 390  
Opelika, AL 36803

## SECTION IV

### SCOPE OF WORK

#### 4.01 DESCRIPTION:

This work consists of furnishing all mobilization, labor, equipment, materials, overhead and indirect costs, and incidentals necessary for all construction in strict accordance with the Plans and Specifications herein. The Contractor shall examine the site of the work, the quantity of work, and the time of completion, and satisfy himself that the work can be completed as set forth in the Plans and Specifications.

#### 4.02 INTENT OF PLANS AND SPECIFICATIONS:

The true intent of the Plans, Specifications and Special Provisions is to prescribe a complete Work or improvement which the Contractor undertakes to do, complete in every detail, in full compliance with the Plans, General Conditions, these Specifications, the Supplemental Specifications, the Special Provisions, Proposal, Contract and Notice to Contractors, together with all authorized alterations, Supplemental Agreements and Extra Work Orders. The Contractor shall perform all items of the Work covered and stipulated in the Contract, Specifications, and Plans, shall remove all obstructions from the right of way, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the Work and its appurtenances, or structures, to the finished lines, grades, cross-sections and dimensions shown on the Plans or as modified by written orders of the Engineer, in a satisfactory and acceptable manner. The Contractor shall furnish, unless definitely and expressly provided to the contrary in the Proposal, the Special Provisions or the Plans, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work.

#### 4.03 UNDERGROUND UTILITIES

The Plans show structures, certain features of the topography, and certain underground utilities, but they do not purport to show all features, lines or obstructions. Such topography and notes in the Plans were inserted from records available, and are for the Contractor's convenience only. The Contractor shall verify the existence and location of surface topography, underground structures, and utilities to assure conflicts will be avoided in the construction of this Work. The Contractor shall conduct prudent underground explorations at least two hundred (200) feet in advance of his work in order to make adjustments to the Work if necessary.

Damages inflicted on utilities or structures by the Contractor's activities shall be repaired or replaced at the Contractor's expense.

#### 4.04 ALTERATION OF PLANS OR CHARACTER OF WORK:

The Owner or his authorized representative may, without notice to the Surety and without change in the unit bid prices, make alterations in the Plans or in the nature of the Work which they may

consider necessary or desirable during the progress of the Work to complete fully and acceptably the proposed construction, provided that such alterations do not materially change the general features of the original Plans and Specifications. Material changes shall be understood to mean those changes in the original Plans and Specifications made necessary by the exigencies of the Work resulting in the alteration of costs to the Contractor by an amount that could not have been foreseen at the time of his bidding upon the Work. The Owner reserves the right for the Engineer to revise any part of the alignment, grades, structures, width, and other dimension of the Work, if the Engineer deems it advisable, and such changes shall not be considered material changes. The Owner also reserves the right for the Engineer to increase or decrease the quantity of any or all of the items listed in the estimate of approximate quantities in the Proposal Form, and such increase or decrease shall not be considered as a waiver of any of the conditions of the Contract or Contract Bonds.

#### 4.05 EXTRA WORK:

In connection with the Work covered by the Contract, the Owner or his authorized representative may, at any time during its progress, order other work or materials incidental thereto. If any such work and material is not listed as a pay item with a contract unit bid price or if compensation therefor is not included in the contract unit prices bid for other pay items under the terms of the Contract, it will be designated as Extra Work, and shall be performed by the Contractor as directed, provided, however, that before any Extra Work is started the Engineer shall furnish the Contractor a Proposal Form, stating the location, kind and estimated quantity of the Extra Work to be done. The Contractor shall indicate on this Proposal Form the compensation (unit price or lump sum) for which he will perform the Extra Work and this Proposal shall be submitted to the Owner for approval. The Owner may approve the proposal, in which case it shall be an authorization for doing the Work and shall become a part of the Contract, but if the Owner considers the price submitted for any item of the Extra Work excessive and a satisfactory adjustment price cannot be reached for such item, it shall be optional with the Owner to terminate the Contract, insofar as it applies to such item or Extra Work in question, and perform such Extra Work by other agents or other means, or to direct that the Contractor perform the work on a "Force Account" basis. Claims for payment for Extra Work not so authorized may be rejected by the Owner.

Extra Work shall be done under the supervision of the Engineer and his decision shall be final and binding. The plan of the Work to be followed, the equipment to be used, and the amount and character of labor to be employed shall meet with his approval.

#### 4.06 CONSTRUCTION AND MAINTENANCE OF DETOURS:

No road or section of road shall be closed to traffic except with the written permission of the Engineer, and no construction operations that will in any way inconvenience the traveling public shall be started until adequate provisions have been made to detour or bypass traffic in safety and comfort. All detours shall be approved by the Department of Transportation, City Engineer or the official having jurisdiction over the roads or streets.

The Contractor shall maintain all detours for traffic over the Work. Unless otherwise provided in the Special Provision, the road, while undergoing improvement, shall, except at times when deemed impracticable by the Engineer, be kept continuously open to public traffic and in passable and safe condition.

When the Contractor hauls materials over any detour or public road, he shall so regulate his loads that the capacity of the road and its structures is not exceeded and he shall be responsible for any specific damage that may result to the road or its structures from failure to observe regulations governing traffic thereon.

#### 4.07 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS:

Unless otherwise provided, the Contractor shall remove, at his expense, any existing above- or below-ground structure or part of structure, fence, building, or other encumbrance or obstruction upon or within the limits of the Work, which interferes in any way with the new construction. Compensation for the removal of any structure not listed as a pay item in the Proposal with a Contract Bid Price shall be included in the contract unit prices bid for the pay items of the Work.

#### 4.08 FINAL CLEANING UP:

Upon completion and before Work will be finally accepted and final payment made, the Contractor shall clean and remove from the Work and adjacent property, stream channels, sites of structures, and all areas occupied by him in connection with the Work, all weeds, shrubs, stumps, portions of trees, and all other forms of objectionable organic matter; all useless, surplus, excavated or discarded materials; and all loose rock, boulders, false-work, temporary structures, machinery and equipment. He shall restore, in an acceptable manner, all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the work and sites of structures in a neat, presentable condition throughout the project. Depositing any material on abutting property, with or without the consent of the property owner, will not be considered a satisfactory method of disposal.

#### 4.09 MAINTENANCE OF THE WORK DURING CONSTRUCTION:

The Contractor will be required to maintain the Work from the date of the approval of his Contract until the entire Contract is completed and shall maintain it in first-class condition for thirty (30) days after it is completed and until the Work is finally accepted.

The maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end of the Project, keeping the entire work site in satisfactory and acceptable condition at all times. The Contractor shall take adequate precautions to protect trees, shrubs, plants, and existing site improvements from injury during construction operations and shall maintain adequate drainage and utility service during his work.

Compensation for maintenance work during construction and before the Work is finally accepted shall be included in the contract unit prices bid on the pay items of the Work and the Owner will not pay additional for such work.

#### 4.10 FAILURE TO MAINTAIN ROADS OR STRUCTURE:

The failure of the Contractor, at any time, to comply with the above provisions for maintenance of the Work will result in the following:

First: The Owner, or his authorized representative, will immediately notify the Contractor, his superintendent or employees to comply with the required maintenance provisions.

Second: In the event the Contractor fails to remedy his lack of or unsatisfactory maintenance within three (3) days after the date of issuance of this notice, the Owner will proceed immediately with adequate forces and equipment to maintain, in a satisfactory and acceptable manner, the Work site, and the entire cost of this maintenance will be deducted from monies due or that become due the Contractor on this Contract.

Third: As an alternate to the Owner's taking over the maintenance, all the quantities of the Work performed which are not properly maintained may be deducted from the Contractor's current payment request, even if such quantities have been allowed on a previous estimate.

## SECTION V

### CONTROL OF WORK

#### 5.01 AUTHORITY OF THE ENGINEER:

All Work shall be done under the direct supervision of the Engineer. To prevent misunderstandings, disputes, and litigation, the Engineer shall decide any and all questions that may arise concerning the quality and acceptability of materials furnished and Work performed, the manner of performance and rate of progress of the Work, interpretation of the Plans and Specifications, and the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer will determine the amount, quantity, character, classification, and quality of the several kinds of Work performed and materials furnished which are to be paid for under the Contract and his decision and estimate shall be conclusive and binding on both parties thereto, and such decision and estimate of the Engineer, in case any questions arise, shall be a condition precedent to the right of the Contractor to receive any money due him under the Contract. Explanations concerning the meaning of the Plans and Specifications and Contract, all directions necessary to complete or make definite the Plans, Special Provisions, Specifications or Contract and to give them due effect, will be given by the Engineer and his findings shall be final and binding on both parties hereto. The Engineer shall have authority to enforce and make effective decisions and orders as apply to conformance with the Contract. He shall decide disputes and mutual rights between Contractors.

Notwithstanding any general clauses, wording, paragraphs, or other references contained in the Plans, Specifications, General Conditions, or elsewhere in the Special Provisions, the Engineer and his authorized representative are not charged with the responsibility of directing the actual procedures and detailed methods of construction to be used by the Contractor in accomplishing the Work contained in the Contract between the Owner and the Contractor; nor is the Engineer responsible to act as superintendent, foreman, or safety engineer for the Contractor, nor for the safety of the Contractor's personnel.

#### 5.02 PLANS AND SHOP DRAWINGS:

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be included in the approved Plans. The approved Plans will be supplemented by such working drawings as are necessary to adequately define the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Plans shall be in writing.

It is expressly understood that the approval by the Engineer of the Contractor's working drawings relates to the requirements for strength and detail and such approval will not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

The Contractor shall furnish the Engineer with such blue print copies of the working drawings as

may be required for approval and construction purposes and, upon completion of the Work, the original tracings, or satisfactory negatives thereof, shall be supplied to the Engineer. Compensation for furnishing all working drawings shall be included in the contract unit prices bid for the pay items of the work and such drawings shall be furnished by the Contractor without additional compensation.

#### 5.03 MANUFACTURER'S DRAWINGS:

The manufacturer's drawings of any special materials required for the job shall be submitted to the Engineer for review prior to installation.

#### 5.04 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

Finished work in all cases shall conform to lines, grades, sections, details and dimensions of the Work contemplated as shown on the approved Plans, except as modified in writing by the Engineer. Any deviation from the approved Plans and working drawings, which may be required by the exigencies of the construction, will be determined by the Engineer and authorized in writing.

In cases where minor deviations within the limits shown on the Plans or contained in the Specifications will be in the best interest of the Owner or present a more finished or aesthetic appearance, then the Contractor shall notify the Engineer or his representative before the Work progresses to a point where the change cannot be effected without incurring additional expense to the Owner.

#### 5.05 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS:

The Specifications, Supplemental Specifications, General Conditions, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the Standard Specifications. Plans shall govern over Specifications; and Special Provisions shall govern over Specifications, Supplemental Specifications, and Plans.

The Contractor shall take no advantage of and shall promptly notify the Engineer if he discovers any error or omission of dimensions in the Plans, or of any discrepancy between the Plans and Specifications. The Engineer will make such corrections and supply such omitted dimensions as may be necessary and his interpretation shall be final.

Where supplementary specifications such as Federal, ASTM, ANSI, AASHTO, etc. are referenced in these Specifications, such references shall be the latest edition of such supplementary specifications.

## 5.06 COOPERATION OF THE CONTRACTOR:

The Contractor will be supplied with two (2) copies of the Plans, Specifications, Supplemental Specifications, and Special Provisions. If additional copies of documents are required, the Contractor shall reimburse the Owner for the actual cost of reproduction of documents as requested.

The Contractor shall have available on the Work, at all times, one (1) copy of each of said Plans, Specifications, Supplemental Specifications, and Special Provisions. He shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer, his resident project representative, and with other Contractors in every way possible.

The Contractor shall, at all times, have a competent Superintendent on the Work, capable of reading and thoroughly understanding the Plans and Specifications, as his agent on the Work, with full authority to execute the Work without delay and to supply promptly such materials, tools, plant equipment, and labor as may be required. Such Superintendent shall be furnished irrespective of the amount of work subcontracted and shall have full authority over all subcontract work.

The Contractor shall schedule and conduct his work and dispose of his material so as to avoid causing unnecessary inconvenience and delay to other Contractors engaged on adjacent work and so as to join his work to that of other Contractors in a proper manner, and in accordance with the spirit of the Plans and Specifications, and so as to perform his work in the proper sequence in relation to that of other adjacent work. Each Contractor shall so conduct his operation and maintain the Work in such condition that adequate drainage shall be effected at all times.

It is mutually agreed that in case of a dispute arising between two or more Contractors engaged on the same work as to the respective rights of each under these Specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure completion of all parts of the Work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be a cause for claims for extra compensation by any of the parties.

## 5.07 CONSTRUCTION STAKES:

The Engineer will establish benchmarks and horizontal control points. From these points, the Contractor shall lay out the Work by establishing all lines and grades at the site necessary to control the Work, and shall be responsible for all measurements that may be required for the execution of the Work. Second-order leveling shall be used by the Contractor in establishing elevations, and all levels shall be looped in or closed. All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, and computations made by the Contractor in establishing control points for his work shall be available to the Engineer at all times.

The Contractor shall furnish, at his expense, all stakes, pins, platforms, equipment and labor as may be required in laying out any part of the Work from the control points established by the Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other markers established by him until authorized to remove them. If any of the control points established by the Engineer are destroyed by or through negligence of the Contractor, they may

be replaced by the Engineer, and the expense of replacement will be deducted from any amount due or which may become due the Contractor.

#### 5.08 INSPECTORS, ASSISTANTS OR REPRESENTATIVES:

The Engineer may appoint such Inspectors, Assistants, or Representatives as he desires, and they shall be granted full access to the Work and to mills and factories in which material is being prepared for use under the Contract. They shall have authority to give directions pertaining to the Work or for the safety and convenience of the public, to approve or reject materials, to make measurements of quantities, to keep records of costs, and otherwise to represent the Engineer. The Contractor may appeal from their decisions to the Engineer pending settlement, but no work shall be done in any manner contrary to the Contract on items affected by such appeal. If the Contractor refuses to comply with instructions of the Inspector to fulfill the requirements of the Contract, the Inspector shall, if possible, immediately notify his immediate superior and obtain instructions. Failing in this, if the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order suspending the Work on the items affected, giving in detail the reasons for the suspension. Immediately after placing the order in the hands of the person in charge for the Contractor, he shall report to his immediate superior, or, in his absence, to the Engineer for further instructions.

Inspectors, Assistants, or Representatives shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Special Provisions, Specifications, or Contract; to approve or accept any portion of the Work; nor to issue instructions contrary to the Plans and Specifications; nor shall they act as superintendent, foreman, or safety engineer for the Contractor nor for the safety of the Contractor's personnel; or interfere with the management of the Work. Any advice that they may give the Contractor shall not be construed as binding the Owner in any way, nor releasing the Contractor from fulfilling all of the terms of the Contract.

#### 5.09 FIELD OFFICE: OMITTED

#### 5.10 INSPECTION:

All materials and workmanship shall be subject to inspection, examination, and test by the Representatives of the Owner, or the Engineer, at any and all times. The Owner or the Engineer shall have the right to reject defective materials and workmanship or require correction thereof. Rejected materials shall be promptly and satisfactorily replaced with proper materials and rejected workmanship shall be promptly and satisfactorily corrected. If the Contractor fails to proceed at once with the replacement of rejected materials or the correction of rejected workmanship, the Owner may, by contract or otherwise, replace such materials or correct such workmanship and charge the cost thereof to the Contractor. Failure of Representatives to find defects or to request removals shall in no way relieve the Contractor of responsibility.

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract. At any time before final acceptance of the Work, the Contractor shall,

if the Engineer so requests, remove and uncover such portions of the finished work as the Engineer may direct. After the examination, the Contractor shall restore said portions of the Work to the Standard required by the Contract. If the work thus exposed or examined proves acceptable, the uncovering or removing and the replacing of the covering or making good the parts removed, shall be paid for as Extra Work, but if the work so exposed or examined proves unacceptable, no compensation will be allowed the Contractor for the uncovering or removing and the replacing of the covering or making good of the parts removed. No work shall be done, nor material used, without suitable inspection by the Engineer or his representative.

Failure to find or reject any defective work or material shall in no way prevent later rejection when such defects are discovered, or obligate the Owner to Final Acceptance.

#### **5.11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected shall be remedied, or else removed and replaced in an acceptable manner by the Contractor at his own expense, and no compensation shall be allowed him for such removal or replacement. Any work done without the lines and grades shown on the Plans or as given, except as herein provided, or any Extra Work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. The Engineer may order unauthorized work removed and replaced at the Contractor's expense. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the cost from any monies due or to become due the Contractor. In case no such monies are available, the amount shall be charged against the Contractor's Surety.

#### **5.12 DISPUTED CLAIMS:**

In any case where the Contractor wishes to make claim to the Owner for extra compensation for work or materials he deems not clearly covered in the Contract or not ordered by the Engineer as Extra Work, the Contractor shall notify the Engineer or the Owner in writing of his intention to make claim for such extra compensation, before he begins the work on which he bases his claim. If such notice is not given, or if the notice is given and the Engineer is not afforded proper facilities for keeping strict account of the actual cost to the Contractor, then the Contractor hereby agrees to waive claim for such extra compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost, shall in no way be construed as establishing the validity of the claim. When the work has been completed, the Contractor shall immediately file his claim with the Engineer.

#### **5.13 CONTRACTOR-INITIATED CHANGES:**

The Contractor and his Subcontractors must submit, in writing, any requests for modifications to the Plans and Specifications. Shop drawings that are submitted to the Engineer for his review do not constitute "in writing" unless it is brought to the attention of the Engineer that specific changes are being suggested. In any event, changes to the Plans and Specifications by means of Shop Drawings become the responsibility of the person initiating such changes.

#### 5.14 FINAL CONSTRUCTION INSPECTION:

Whenever the Engineer considers the Work provided and contemplated by the Contract is nearing completion, or within ten (10) days after being notified by the Contractor that the Work is completed, the Engineer will inspect all the Work included in the Contract. If the Engineer finds that the Work has not been satisfactorily completed at the time of such inspection, he shall advise the Contractor in writing as to the Work to be done or the particular defects to be remedied. When these defects have been remedied and the Work has been satisfactorily completed, the Engineer shall make the Final Inspection, and shall notify the Contractor in writing that the Final Inspection has been made and that time charges end on the day of Final Inspection. The maintenance period shall start on the day after this Final Inspection.

#### 5.15 FINAL ACCEPTANCE:

After the Final Inspection is made as outlined above, the Contractor shall maintain the Work for thirty (30) days in the same manner as set forth under "Maintenance of the Work During Construction". The Work will be finally accepted at the end of the thirty- (30-) day maintenance period, provided all work has been satisfactorily maintained.

The Contractor, immediately after receiving the letter of Final Inspection, shall give notice of said completion of Work by an advertisement in some newspaper of general circulation published within the City or County wherein the work has been done 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 and a printed copy of the notice published. If no newspaper is published in the County where the Work is done, the notice may be given by posting at the Courthouse for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In no instance shall a final settlement be made upon the Contract until the expiration of the Maintenance period and until the Contract is completed and Project accepted by the Owner.

#### 5.16 MAINTENANCE GUARANTEE AFTER ACCEPTANCE:

Neither the final certificate of payment nor any provisions 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 remedy any defects in the Work and pay for any damage to other work resulting therefrom that shall appear within a period of one (1) year from the date of final acceptance of the Work, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness and the Contractor shall repair the defects immediately. The Contractor's Performance or Contract Bond shall remain in effect and cover this guarantee. After completion of the Project and prior to final acceptance, the Contractor shall provide a statement addressed to the Owner from his Surety acknowledging that the Contract Bonds will remain in effect during the one- (1-) year warranty period. Final payment under the Contract will not be made until this statement is received.

## SECTION VI

### CONTROL OF MATERIAL

#### 6.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

All materials proposed for use may be inspected or tested at any time during their preparation and use. Only materials conforming to the requirements of the Specifications and approved by the Engineer shall be incorporated in the Work. Materials that have become, in any way, unfit for use shall not be used in the Work. Any materials that have become mixed with, or coated by, dirt or other foreign substance shall not be used in the Work.

The supply source for each of the materials shall be approved by the Engineer before the delivery is made to any section of the Work. When so indicated or directed, representative preliminary samples of character and quality shall be submitted for examination or test, and written approval of the quality of such samples must be received by the Contractor prior to obtaining materials from the respective sources of supply.

#### 6.02 SAMPLES AND TESTS:

For the purpose of assisting his judgment, the Engineer may require any or all material to be subject to testing by means of samples or otherwise as he may determine. Inspection and tests will be conducted promptly, but the Contractor shall notify the Engineer, in writing, immediately on the placing of orders for materials, giving the source and the dates when shipments are to be made. Materials to be tested will be sampled by the Engineer, or his authorized representative, either at the source of supply, upon delivery, or at any time before use, and acceptance or rejection will be based on the tests of such samples.

In any event, material actually incorporated in the construction must meet the requirements of the Contract. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples, but shall not make use of nor incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable in accordance with the requirements of the Contract. The Contractor, in all cases, shall furnish the required samples without charge.

When tests are made at the source of production, the producer shall furnish every reasonable facility for the performance of the tests and for the protection of testing equipment and supplies, and shall permit the Inspector to have free access to all parts of the plant to enable adequate inspection and selection of samples. Sources of supply of bituminous material, where the Engineer deems it necessary to conduct tests, shall have adequate testing facilities and satisfactory laboratory equipment, and all facilities and laboratory equipment shall meet the requirements of the standard methods mentioned in the Specifications.

#### **6.03 STORAGE OF MATERIALS:**

Materials shall be stored so as to insure the preservation of their quality and fitness for the Work. Materials in storage shall be so arranged as to facilitate prompt inspection. Stored materials, even though approved before storage, may be inspected prior to their use in the Work and shall meet the requirements of the Specifications at the time they are incorporated in the Work.

Materials shall be stored only where specifically permitted by the Engineer. Stockpiling of construction materials shall be confined to such cleared areas as may be approved by the Engineer. Materials shall not be stored upon private property without written permission of the property owner or lessee.

#### **6.04 DEFECTIVE MATERIALS:**

All materials not conforming to the requirements of the Contract shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Engineer. Defective materials discovered in the process of the Work will be rejected. All defective materials shall be replaced by the Contractor at his expense. No rejected material, the defects of which have been subsequently corrected, shall be used until written approval has been granted by the Engineer. Upon the failure of the Contractor to comply at once with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to remove and replace defective material and to deduct cost of removal and replacement from any monies due or which may become due the Contractor or his Surety.

#### **6.05 CONTRACTOR'S TITLE TO MATERIALS:**

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or order and conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

#### **6.06 BRANDS OF EQUIPMENT AND MATERIALS:**

The name of a certain brand, make, or manufacturer is to denote the quality standard of the equipment or materials, and is to convey the general style, type, character, and quality. Whenever a material or article required is specified or shown on the Plans by using the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the design criteria and is equal in function and durability, as determined by the Engineer, will be considered.

## Erosion Control Policies for City Contracts

### 1. General Requirements.

Soil erosion and sediment control is an integral part of protecting water quality during construction. Small contracts and those that do not require environmental permits are still required to protect water quality. Erosion and sediment control is required on all construction contracts with soil disturbance, including temporary disturbances from staging areas, storage areas, etc. The Contractor shall conform to and comply with all of the provisions of the City of Opelika's erosion and sediment control ordinance codified as Article III of Chapter 7 of the City Code, as well as all ADEM-NPDES regulations. *By accepting the contract or agreement, the vendor/contractor(s) accepts the following:*

### 2. Erosion and Sediment Control Plan.

Erosion and Sediment Control (E&SC) requirements are frequently based on environmental permits from various agencies. *The permits should be reviewed in detail, as requirements may be stated in the permits that are not shown in the contract documents.* Water Quality Protection is a JOINT RESPONSIBILITY of the Contractor and the City of Opelika. To the extent a permit has been issued by the City Engineer, a land development permit in accordance with applicable ordinances, the Contractor shall conform to and abide by all terms and conditions of such permit. All erosion control measures shall be performed in accordance with an Erosion and Sediment Control (E&SC) Plan presented to and approved by the City Engineer. *The Contractor will perform all erosion control measures necessary to prevent silt and soil from leaving the construction area and entering private property or the "waters of the state".* Erosion control measures shall be in strict accordance with minimum standards outlined in The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites in Urban Areas. **Failure to comply** with such standards **may result in delay of contract progress payments**. E&SC Plan revisions after the construction starts must be reviewed and approved by the City Engineer, Stormwater Coordinator, and the Designer, if necessary. All erosion control must be effective, otherwise upgraded BMPs are required **until effective**.

### 3. Protection Prior to Disturbances.

Erosion and sediment control measures (primarily sediment control) **must be installed around the perimeter** prior to grubbing, stripping or other operations that create soil disturbances. Disturbed areas may be protected by mulching slopes, temporary seeding, installing silt fences, check dams, erosion control blankets, etc. The Contractor should not clear the entire site, but grub and strip only those areas required to facilitate construction operations, in order to minimize the area and time of disturbances.

### 4. Temporary BMPs in Erosion Control.

In accordance with Best Management Practices, temporary erosion control work shall involve the construction of temporary berms, dikes, dams, fences, drains, etc., with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving the construction site and entering private property or from washing into drainage structures located on City or state rights-of-way. Erosion control measures shall be maintained by the Contractor **through the warranty period** of the contract. If additional measures are required to correct problems which occur, these shall be performed **by the Contractor at no additional expense to the City**. Materials used for erosion control measures shall be in accordance with The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites in Urban Areas. Earth material left unworked or exposed more than thirteen days (13) shall be seeded and mulched per ordinances. Slopes brought to final grade shall be stabilized with **permanent** grasses as soon as possible.

Direct inquiries concerning soil and sediment control measures to:  
Opelika Stormwater Coordinator Telephone: 334-705-5454  
700 Fox Trail Opelika, AL 36801 3-2023

## SECTION VII

### LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

#### 7.01 LAWS TO BE OBSERVED:

The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, orders, decrees, and regulations existing or enacted subsequently to the execution of the Contract which in any manner affect the prosecution of the Work. The Contractor and his Surety shall indemnify and save harmless the Owner and all their representatives, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

#### 7.02 PERMITS AND LICENSES:

The Contractor shall procure all permits, certificates and licenses, pay all charges, royalties and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. The Contractor shall pay all applicable federal, state and local sales, use or other category of tax that may be imposed. He shall comply with all federal, state and local laws, ordinances, rules and regulations relating to the performance of the Work.

The Contractor shall secure all permits as necessary from the State of Alabama Department of Transportation to perform construction within State Highway right-of-ways and shall furnish the Alabama Department of Transportation with all bonds and insurance as required by the Alabama Department of Transportation. The cost of bonds and insurance will be borne by the Contractor.

The contractor represents and warrants to the City that all contractor's services shall be provided by a person or persons duly licensed by the State of Alabama to provide the type of services to be performed under this agreement, and that the contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for contractor to perform its services. Contractor represents and warrants to the owner that it shall, at its sole cost and expense, keep in effect at all times during the term of this agreement, any licenses, permits and approvals which are legally required for the contractor to perform services under the agreement.

The contractor and its subcontractors have obtained or agree to apply prior to performing any services under this agreement to City's Revenue Department for a business license, pay the applicable business license tax and maintain said business license during the term of this agreement. The failure to obtain this license shall be a material breach of this agreement and grounds for termination by the City. No payments shall be made to the contractor until such business license(s) has been obtained.

#### 7.03 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor is required or desires to use any design, device, material, or process covered by letters, patents, or copyrights, he shall arrange and provide for such use by suitable agreement with

the patentee or owner, and a copy of the agreement shall be filed with the Owner. Whether or not such agreement is made or filed, the Contractor and the Surety shall indemnify and save harmless the Owner, the Engineer, and all their authorized representatives from any and all suits, costs, penalties, or claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the Owner, the Engineer and all their authorized representatives for any costs, expenses, and damages which he or they may be obligated to pay by reason of such infringement or alleged infringement at any time during the prosecution or after the completion of the Work.

#### 7.04 SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the rules and regulations of the State Board of Health or of other authorities having jurisdiction, and shall permit no public nuisance.

#### 7.05 PUBLIC CONVENIENCE AND SAFETY:

No road or street shall be closed by the Contractor to the public except by written permission of the Engineer, and except while so closed, the Contractor shall maintain traffic over, through, or around the Work included in this Contract, with the maximum practical convenience, for the full twenty-four (24) hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Engineer at the earliest possible date after the Contract has been executed, and in any case before the starting of any construction that might in any way inconvenience or endanger traffic, so that the necessary arrangement may be determined.

The convenience of the general public and of residents along the road shall be provided for in a reasonably adequate and satisfactory manner. Where existing roads are not available for use as detours, unless otherwise provided in the Special Provisions, all traffic shall be permitted to pass through the Work. The Contractor shall provide and maintain, at his own expense and in a manner approved and deemed practicable by the Engineer, such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the Work under construction, as well as temporary approaches to, and crossings of, intersecting roads.

The Contractor shall arrange his work so that no undue and prolonged blocking of business establishments will occur.

Materials and equipment stored on the roads shall be so placed and the Work at all times shall be so connected as to insure minimum danger and obstruction to the traveling public.

In order that all unnecessary delay to the traveling public may be avoided, and where ordered by the Engineer, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work.

Fire hydrants shall be accessible at all times to the Fire Department. No materials or other obstruction shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations, or

within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations. In case of city or town work, the Contractor shall give the Chief of the Fire Department, Engineer, and other appropriate local officials at least twenty-four (24) hours notice in writing before it becomes necessary to obstruct a cross street.

#### 7.06 CROSSING RAILROADS:

No work of any character shall be commenced on the railroad right-of-way until the Railroad Company has been duly notified by the Contractor of the date he proposes to begin work and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirement.

#### 7.07 BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

The Contractor shall, at his own expense, provide, erect, paint and maintain all necessary barricades of the material and design to meet the requirements of the Manual of Uniform Traffic Control Design (MUTCD), Alabama Department of Transportation, Public Works Department, City Engineering Department, or other officials having jurisdiction. Also, at his own expense, the Contractor shall provide suitable and sufficient red lights, torches, reflectors or other danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the Work and safety of the public.

The Contractor shall erect warning signs beyond the limits of the Project as required, but at least three hundred (300) feet beyond each end of the Project and at least three hundred (300) feet in advance of any place on the Project where operations interfere with the use of the road by traffic. Barricades shall be kept well painted, and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

#### 7.08 PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ET CETERA:

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owners and the lessees. The Contractor shall be responsible for the preservation of all public and private property, monuments, signs, telephone lines, roads, highways, streets, other utilities, etc., along and adjacent to the project; shall use every precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor must obtain all necessary information in regard to existing utilities, and shall give notice in writing to the Owners or proper authorities in charge of streets, gas and water pipes, electric and other conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such Work, or with the operation of utilities at any time.

The Contractor shall not remove, injure, cut, or destroy trees, shrubs, or plants that are to remain within the work area, or those that are privately owned, without proper authority.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or otherwise of the Contractor, he shall make good such damage or injury in an acceptable manner.

The Contractor shall examine all bridges and culverts, on or near the Work, over which he will move his materials, implements or equipment, and shall take such precautions as are necessary to properly strengthen such structures to prevent damage before he uses them. The Contractor shall be responsible for any and all damages, caused by his operations, to such bridges and culverts.

#### 7.09 RESPONSIBILITY FOR DAMAGE CLAIMS, ET CETERA:

The Contractor and Surety shall save harmless the Owner and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of performing any work in connection with this Project, or of any neglect in safeguarding the Work, or of any delay in completing the Work or of the use of any unacceptable or defective materials, or of any other act or omission either similar or dissimilar to the above enumerated acts, by said Contractor or his agent by which any person or property is injured through the fault of the said Contractor or his agents.

The Contractor shall report to the Engineer all accidents occurring on the Work within forty-eight (48) hours after their occurrence. The report shall contain complete information on the accident, including names, addresses of persons involved, and names and addresses of witnesses.

#### 7.10 RIGHT OF WAY:

All right-of-way and easements for the Work will be provided without cost to the Contractor, unless otherwise specified, with ingress and egress at public roads and streets. If the Contractor desires other points of entry, he shall secure the written permission of the property owners and pay any cost relative thereto.

#### 7.11 INTERFERENCE OF CONTRACTORS:

The right is reserved by the Owner to award any work not included in the Contract to another Contractor for performance during the progress of this Contract, or to perform such work by City forces, and the Contractor for this Contract shall so cooperate and conduct his operations as to minimize the interference therewith, as directed by the Engineer. Where two (2) or more Contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for any damage, injury, loss, or expense that may be suffered on account of interference of operations, neglect, or failure to finish the Work at the specified time, or for any other cause.

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or

Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

#### **7.12 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

Until the final acceptance of the Work by the Engineer as evidenced in writing, it shall be in the custody and under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expenses thereof.

#### **7.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS:**

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted thereby, there shall be no liability upon the Engineer or his representatives, either personally or as officials of the Owner, it being understood that in such matters they act as agents and representatives of the Owners.

#### **7.14 NO WAIVER OF LEGAL RIGHTS:**

The Owner or the Engineer shall not be precluded or stopped by any measurement, estimate, or certificate made or given by either of them before or after the completion and acceptance of the Work and payment therefor, pursuant to any measurement, estimate or certificate, from showing the true and correct amount and character of the Work performed and materials furnished by the Contractor; or from showing, at any time, that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular; or from showing, at any time, that the Work or materials, or any part thereof, do not conform in fact to the Contract. The Engineer shall have the right to reject the whole or any part of the aforesaid Work or materials should the said measurements, estimate or payment be found, or be known to be, inconsistent with the terms of the Contract, or otherwise improperly given; and the Owner shall not be precluded from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any representative, or employee; nor any certificate by the Engineer for payment of money; nor any payment for, nor acceptance of, the whole or any part of the Work by the Owner, or Engineer; nor any extension of time; nor any possession taken by the Owner or its employees, shall operate as a waiver of any portion of the Contract or of any power herein reserved by the Owner or of any right to damages herein provided, nor shall any breach of the Contract be held to be a waiver of any other or subsequent breach.

#### **7.15 USE OF CHEMICALS:**

All chemicals used during Project construction or furnished for Project operation, whether herbicide,

pesticide, disinfectant, polymer, reactant or of other classification, must be clearly identified and show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions or government regulations as applicable.

#### 7.16 DUST CONTROL:

The Contractor shall, at all times, provide for the control of dust within residential areas and such other areas where dust is a nuisance to the public by sprinkling with water or by other approved dust control measures. Water shall be provided by the Contractor. No direct compensation will be made for water or other dust control measures, payment for which shall be included in the price bid for other items of work, except where a specific pay item is included in the Proposal.

#### 7.17 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The 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 the 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.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of 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 above in paragraphs two (2) and three (3) caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, 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 liable, shall be remedied by the Contractor. The 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 the Engineer has issued a notice to the Owner and Contractor that the Work is acceptable.

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

#### 7.18 UNDERGROUND UTILITIES:

The Plans show certain features of the topography and certain underground utilities, but they do not purport to show in complete detail all such lines or obstructions. Such topography and notes on the Plans were inserted from records available and are for the Contractor's convenience only, and shall not be used as a basis for claims of extra compensation. Whenever necessary to determine the location of existing pipes, valves, or other underground structures, the Contractor shall examine all available records and shall make all explorations and excavations for such purpose.

#### 7.19 INDEPENDENT CONTRACTOR

The contractor is an independent contractor. Neither contractor nor any of contractor's officers, employees, agents, or subcontractors, if any, is an employee of the City by virtue of this agreement or performance of any services pursuant to this agreement. The City shall have the right to control the contractor only in so far as the results of contractor's services rendered pursuant to this agreement; however, the owner shall not have the right to control the means by which the contractor accomplishes services pursuant to this agreement.

#### 7.20 PERSONNEL

The contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this agreement. Failure to assign such competent personnel shall constitute grounds for termination of this agreement.

## SECTION VIII

### PROSECUTION AND PROGRESS

#### 8.01 SUBLETTING OR ASSIGNING OF CONTRACT:

The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Contract, his right, title, or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the Owner, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

The Contractor may use the services of Specialty Subcontractors on those parts of the Work that, under normal contracting practices, are performed by the Specialty Subcontractors.

The Contractor shall not award any Work to any Subcontractor without prior written approval of the Owner. Written approval shall not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

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

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents, insofar as applicable to the work of Subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

#### 8.02 NOTICE TO PROCEED:

The Owner will, after executing the Contract, issue to the Contractor in writing, or by wire, a Notice to Proceed. The beginning of the time allotted for the Contract completion will be ten (10) days after the date of the Notice to Proceed, or the day on which Work is actually started, whichever occurs first, or as otherwise stipulated in the Proposal/Contract Documents.

### 8.03 NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the Work.

### 8.04 PROSECUTION OF WORK:

The Contractor shall begin the Work to be performed under the Contract within ten (10) days after issuance of the Notice to Proceed, and he shall give the Engineer definite notice of his intention to start Work at least seventy-two (72) hours in advance of beginning Work. During the progress of the Work, the Contractor shall notify the Engineer at least twenty-four (24) hours before he expects to be ready to undertake any particular features of the Work in order that proper inspection may be provided.

The Contractor must continuously and diligently prosecute the Work in such order and manner as prescribed by the Engineer to complete the Work in the specified time. The Contractor shall employ an ample force of men and provide construction plant properly adapted to the Work and of sufficient capacity and efficiency to accomplish the Work in a safe and workmanlike manner at the rate of progress deemed necessary by the Engineer to insure its completion within the time set forth in the Contract. Unless otherwise instructed by the Engineer, each operation shall be begun as soon after the Contract is awarded, as conditions will permit. Each class of Work will be expected to progress from the date it is begun until completed. All plant and equipment shall be maintained in good working order and provision shall be made for immediate emergency repairs.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will require that additional men and/or plant be placed on the Work, or a reorganization of plant layout be effected in order that the Work be brought up to the required progress schedule and maintained there. Should the Contractor fail to furnish suitable or sufficient tools, machinery, equipment or force for the proper prosecution of the Work, the Owner may withhold all estimates that are or may become due until their orders are complied with or the Contract may be annulled as hereinafter provided.

All work in progress shall receive the personal attention either of the Contractor or of a competent and reliable superintendent who shall have full and final authority to act for him. In the event the Contractor delegates authority to a superintendent, he shall notify the Engineer in writing, stating the name of the person authorized to act as superintendent.

Should the prosecution of the Work be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours before resuming operations.

## 8.05 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in the form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the Owner: (a) a detailed estimate giving a complete breakdown of lump sum prices; (b) periodic itemized estimates of work done for the purpose of making partial payments thereon; and (c) a schedule of Shop Drawings submissions. The cost incurred in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

## 8.06 LIMITATIONS OF OPERATIONS:

The Contractor shall, at all times, conduct the Work in such manner and in such sequence as will insure the least practicable interference with traffic. He shall not open up work to the prejudice of work already started. The Contractor shall finish the section on which work is in progress before work is started on any additional section.

Whenever work being done by other Contractors is contiguous or related to the Work included in the Contract, the respective rights of the various interests involved shall be established by the Engineer in order to secure the completion of the various portions of the Work in general harmony.

## 8.07 CHARACTER OF WORKMEN AND EQUIPMENT:

All Subcontractors, Superintendents, Foremen, and Workmen employed by the Contractor shall be competent and reliable. All workmen must have sufficient skill and experience to properly perform the Work assigned them. All workmen engaged on special work or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade shall have had sufficient experience and ability in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract. The Engineer may demand the dismissal of any person employed by the Contractor in, about, or upon the Work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with the Contract; and such person shall not again be employed thereon without the written consent of the Engineer. Should the Contractor continue to employ or reemploy any such person, the Engineer may withhold all estimates, which are or may become due or he may suspend the Work until the Contractor complies with such orders.

The methods and appliances used, the labor employed, and the machinery and equipment used shall be of sufficient size and in such mechanical condition as to meet the requirements and produce a satisfactory quality and quantity of work, and shall be adequate to complete the Contract within the time specified in the Contract. No change in the machinery and equipment employed on the Work which shall have the effect of decreasing its capacity shall be made, except by written permission of

the Engineer. The measure of the capacity of machinery and equipment shall be its actual performance on the Work.

In case the actual progress shall fall behind the estimated progress at any time, or should it become apparent that the Contractor will be unable to complete the Contract at the time and in the manner specified in the Contract, the Engineer may require that additional equipment meeting with his approval be placed on the Work.

Should the Contractor fail to furnish suitable or sufficient tools, machinery, equipment or force for the proper prosecution of the Work, the Engineer may withhold all estimates that are or may become due until his orders are complied with, or the Contract may be annulled as hereinafter provided.

Equipment used on any portion of the Work shall also be such that no injury to the roadway, adjacent property, utilities, structures or other highways will result from its use.

#### 8.08 TEMPORARY SUSPENSION OF WORK:

The Engineer shall have the authority to suspend the Work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or other essential conditions which he considers unfavorable for the suitable prosecution of the Work, or for failure on the part of the Contractor to carry out instructions, or to perform any provision of the Contract, or on account of any other conditions which, in his opinion, make it impracticable to secure satisfactory Work. No additional compensation shall be paid the Contractor on account of such suspension. The Contractor shall immediately respect the written order of the Engineer or his authorized representative to suspend the Work, wholly or in part. Upon suspension, the Work shall be put in proper and satisfactory condition, carefully covered and properly protected, as directed by the Engineer. The Contractor shall not suspend the Work without such authority and the Work shall be resumed when conditions are favorable and methods are corrected, as instructed in writing by the Engineer, and the Contractor shall notify the Engineer when he proposes to resume Work, sufficiently in advance of such time, so as to afford the Engineer opportunity to re-establish field representation.

Should the progress of the Work be stopped by a temporary injunction, court or restraining order, process, or judgment of any kind directed to either of the parties hereto, then such period of delay shall not be charged against the Contract Time, nor shall the Owner be liable to the Contractor on account of such delay or termination of Work.

If for any reason it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public or become damaged in any way, and he shall provide suitable drainage and take every precaution to prevent damage to or deterioration of the Work performed.

#### 8.09 ELIMINATION OF WORK:

Should it be necessary to eliminate part of the work in order to award contracts within the funds available for construction, the Owner reserves the right to designate the work or appurtenances to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted

by the unit prices or lump sum bid for such items.

#### 8.10 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION OF WORK:

A. When the time for completion of the Work in the Contract is based upon working days, the number of working days will be specified in the Proposal Form.

A working day is defined as any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit effective work on any of the current major or controlling operations of the project with at least eighty percent (80%) of the labor and equipment normally engaged on such major or controlling operation for at least five (5) hours or more. If conditions are such as to stop Work in less than this time, the day shall not be counted as a working day. Sundays, national holidays, and holidays legal in the State of Alabama shall be excluded from the count of working days. Contract working days shall start on the date stipulated in the Notice to Proceed as above defined and the Engineer shall be the sole judge of working days that elapse between the date stipulated in the Notice to Proceed and the actual commencing of operations by the Contractor. In computing the time required by the Contractor in the execution of the Work, allowance will be made for days not considered working days. However, no allowance shall be made for delays or suspension of the Work due to fault of the Contractor. Each week the Engineer shall give written notice to the Contractor, or to his representative in charge of the Work, of the number of working days the Engineer has determined there were in the weekly period covered by such notices. Any objection by the Contractor to such weekly decision shall be deemed waived, shall not thereafter be made the basis of any claim, unless the Contractor shall, within three (3) days of receipt of such notice, file with the Engineer written protest setting forth his objections and specifying the reason therefor.

In case the final estimate exceeds the Contract Bid Price, an extension in the working days will be granted the Contractor. This extension shall be in direct proportion to the amount of total overrun in dollars; that is, the percentage of overrun shall first be computed and the Working Days shall be increased by the same percentage.

B. When the time set for completion of the Work in the Proposal Form is a calendar date, working days are not applicable and no extension of time beyond the said calendar date will be made, except that where the final estimate exceeds the Contract Bid Price, an extension in calendar days will be granted the Contractor. This extension shall be in direct proportion to the amount of total overrun in dollars as above provided.

Time shall not be charged for maintenance after the Final Construction Inspection in case of either A. or B.

#### 8.11 FAILURE OR DELAY IN COMPLETING WORK ON TIME:

Time is an essential element in the Contract, as delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business. It is important that the Work be pressed vigorously to completion. Should the Contractor, or, in case of default, the Surety fail to

complete the Work within the time stipulated in the Contract, or within such extra time as may be allowed as herein above provided, a deduction of the amount stipulated in the Contract for Liquidated Damages will be made for each and every calendar day that such Contract remains uncompleted after the calendar date specified for completion, or after the expiration of the number of working days allowed for completion. The said amount stipulated in the Contract is hereby mutually agreed upon as liquidated damages.

Permitting the Contractor to continue and finish the Work, or any part of it, after the calendar date specified for completion, or after the expiration of the number of Working Days allowed for completion, after any extension of time, shall not operate as a waiver on the part of the Owner of the rights of the Owner under this Contract.

In any suit for collection of, or involving the assessment of, liquidated damages, the reasonableness of the amount per day stipulated in the Contract shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

#### 8.12 DEFAULT OF CONTRACT:

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen, equipment, or materials to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defected and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default.

If within ten (10) days after such notice the Contractor does not proceed to remedy, to the satisfaction of the Engineer, the fault specified in said notice, or the Surety does not proceed to take over the Work for completion under the direction of the Engineer, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be, in the opinion of the Engineer, suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the Contract in a manner acceptable to the Engineer.

The Contractor and his Surety shall be liable for all costs and expenses incurred by the Owner in completing the Work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, his representative at or near the Work, or by registered mail addressed to the Contractor at his last known place of business.

#### 8.13 TERMINATION FOR FAILURE OF PERFORMANCE:

In the event of failure by the Contractor to perform any and all of the Contractor's obligations in a prompt and efficient manner satisfactory to the Engineer, the Engineer will have the right to summarily terminate this agreement, including all work covered hereby, by giving the Contractor written notice of such termination, after which the Owner may employ contracting services of his choice to complete the Work under this Contract, and the Contractor and his Sureties will reimburse the Owner any additional costs which may result from such termination and employment of other contracting services. Failure by the Owner to exercise this right to so terminate this Contract for any such default by the Contractor shall not constitute a waiver by the Owner of its right to so terminate this Contract for any subsequent default.

#### 8.14 PAYMENTS TO CONTRACTOR:

The Contractor shall submit a payment estimate on or before the first day of each calendar month for work performed the preceding calendar month. Within ten (10) days of receipt of the estimate, the Engineer will review, approve, and forward the estimate to the Owner, or return the estimate to the Contractor for needed corrections. Not later than the fifteenth day of each calendar month, or ten (10) days after receipt of an approved estimate, whichever is later, the Owner will make a partial payment to the Contractor on the basis of an approved and certified estimate. To ensure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until fifty percent (50%) of all Work covered by this Contract has been completed. All payments to the Contractor shall be in accordance with the provisions of §39-2-12, *Code of Alabama*.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material-men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including

commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

#### 8.15 PAYMENT BY CONTRACTOR:

The Contractor shall pay: (a) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which services are rendered; (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project; (c) for major items of equipment to be installed in the Work, not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the equipment furnished; and (d) to each of his Subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

#### 8.16 FURNISHING OF UTILITIES:

Unless otherwise specified elsewhere in the Contract, the Contractor, at his own expense, shall provide water, sewer, gas, electricity and telephone lines for construction. The Contractor shall provide all necessary temporary piping and wiring as required to perform his Work. After completion of the permanent utility connections, the Contractor shall be required as a part of this Work to secure all utility services from the respective utility companies and shall pay all monthly bills until such time as acceptance of the equipment is made by the Owner. Upon acceptance, the Contractor shall have the respective utility companies transfer their billing to the Owner's name. Utility services required for testing of equipment will be paid for by the Contractor, without regard as to whether the equipment has been placed in service.

#### 8.17 MONTHLY ESTIMATES:

For the purpose of making partial monthly estimates, only work that has been completed will be measured for payment. On each monthly estimate, the Contractor shall place the following certification:

"I hereby certify that the Work covered by this estimate was performed in accordance with the Contract, that prevailing scales of wages were paid, and that this estimate is true and that payment therefor has not been received.

Number of Days in Contract: \_\_\_\_\_ Days

Number of Days Elapsed: \_\_\_\_\_ Days

Percent of Time Elapsed: \_\_\_\_\_ Percent

Percent of Contract Completed: \_\_\_\_\_ Percent

By \_\_\_\_\_ "

#### 8.18 EXTRA AND FORCE ACCOUNT WORK:

Extra Work as hereinbefore defined, when authorized and accepted, will be paid for in accordance with the following:

A. The Contractor shall prepare a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and shall submit the same to the Owner for authorization to perform such Extra Work.

1. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit to the Engineer, with the monthly estimate, a detail sheet showing this percentage and the amount due the Contractor.
2. When Extra Work is authorized to be paid by a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.
3. When Extra Work is authorized to be paid for on a Force Account Basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account Work, which shall include a certified copy of the weekly payroll and original received bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work, but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by the Engineer. With each monthly estimate on Work paid for a Force Account Basis, the Contractor shall submit, in duplicate, a detailed statement showing the following:
  - a. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foremen engaged.
  - b. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
  - c. Quantity of materials, price, freight and extension.
  - d. When the Extra Work is complete, the cost of Property Damages, Liability, Workmen's Compensation and Unemployment Insurance.

B. All Extra Work done by Force Account will be paid in the following manner:

1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foremen are actually engaged in such work; to which shall be added an amount equal to ten percent (10%) thereof. No allowance shall be made for general superintendence and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Workmen's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to ten percent (10%) of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price, to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.

No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.

The compensation as provided above in 1, 2, 3, and 4. shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis, including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

#### 8.19 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of final payment shall be and shall be operated as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and other relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Contract Bonds.

#### 8.20 DISTURBED AREAS:

All areas that are disturbed due to direct or indirect construction operations shall be restored by the Contractor to a condition equal or better than the condition of the area prior to the operations.

## SECTION IX

### TESTING MATERIALS

#### 9.01 INSPECTION AND TESTING OF MATERIALS:

The following will be the minimum test requirements. All tests are to be performed by a recognized testing laboratory subject to the approval of the Engineer.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be inspected and tested to establish conformity with the Contract and suitability for uses intended. The following are differentiations of minimum service desired to protect the interests of the Owner. Other materials, not listed, shall also receive attention consistent with the importance of the use to which they are to be put.

The judgment of the Engineer shall prevail where it appears advisable to deviate from the limitations set forth hereinafter because of non-availability of the material required other than concrete materials and concrete.

When so specified in the Special Provisions, the Owner will pay for testing; but when not specified the testing shall be performed, at no cost to the Owner, by an approved independent testing laboratory.

#### 9.02 PORTLAND CEMENT:

A. Where the total Project requirement is less than two hundred (200) barrels (one car): Cement shall have been shipped from the mill not more than three (3) months previous to receipt on the work. Manufacturer's certificate required.

B. Where the total Project requirement is between two hundred (200) barrels and eight hundred (800) barrels: Manufacturer's test and certificate of inspection conformance for each shipment shall be furnished except where, for special reasons, independent laboratory testing as for condition C. is required.

C. Where the total Project requirement exceeds eight hundred (800) barrels; also where cement other than a standard ASTM, or a Federal Specification Portland Cement, is used: Tests shall be made on the entire cement requirement by an approved independent laboratory on car samples, or bin (sealed) samples, as may be required. (ASTM Specification C-150)

Cement Testing shall be conducted under ASTM Specification C-150 where not in conflict with the Project Specifications.

## 9.03 AGGREGATES FOR USE IN CEMENT CONCRETE:

- A. Concrete aggregates shall conform to "Standard Specifications for Concrete Aggregates," ASTM Serial Designation C-33.
- B. In the absence of test records indicating suitability, or of a satisfactory service record for a period of five (5) or more years, the test requirements for the fine and coarse aggregates shall be made.
- C. The maximum size of the aggregate shall not be larger than one-fifth (1/5) of the narrowest dimension between forms of the member for which the concrete is to be used, nor larger than three-fourths (3/4) of the minimum clear spacing between reinforcing bars.

## 9.04 FINE AGGREGATE:

Conformity with ASTM C-33. Tests shall be made periodically as the Work progresses to assure uniformity.

## 9.05 COARSE AGGREGATE:

Conformity with ASTM C-33.

## 9.06 SLUMP TESTS OF CONCRETE:

Where twenty-five (25) or more cubic yards of concrete are placed, also as necessary to maintain desired consistency of the concrete, a slump test shall be made per ASTM C-143. Not less than one such test shall be made for each fifty (50) cubic yards of concrete placed at one operation. Such test shall also be made on each sample of concrete used in making test specimens.

## 9.07 ADVANCE CONCRETE TESTS:

- A. Where more than fifty (50) and less than five hundred (500) cubic yards of concrete are required: Before the start of concrete work, make a single batch of a set of four (4) standard six-inch (6") cylinders per ASTM C-31 and cure. Test two (2) cylinders at seven (7) days and two (2) cylinders at twenty-eight (28) days per ASTM C-39. Report as for "Concrete Control Test (Laboratory Curing)" below.
- B. Where a total of more than five hundred (500) cubic yards of concrete is required: Advance tests of the concrete shall be made in an independent laboratory in accordance with ASTM C-39. Six (6) standard six-inch (6") compression cylinders, three (3) to be tested at seven (7) days and three (3) at twenty-eight (28) days, shall be made with the proportioning and materials, including cement of the type, brand and mill source proposed to be used in the major part of the Project. The slump should not be less than the greatest slump expected to be used in the structure. The tests made on the aggregates, as required above, may be made a part of these tests if suitably referenced on the reports that shall be issued at seven (7) and twenty-eight (28) days to interested parties. These tests shall be repeated, if necessary, because of changes in materials or unsatisfactory results. Strength requirements shall be stated in the Contract.

## 9.08 CONCRETE CONTROL TESTS (LABORATORY CURING):

Where a total of more than five hundred (500) cubic yards of concrete is required: During the progress of the Work, and for each different mix of concrete, a set of two (2) standard six-inch (6") concrete cylinders shall be made and tested, taken from where twenty-five (25) to one hundred (100) cubic yards of concrete are placed, during each and every day's operations. Also, an additional set of tests shall be made for each one hundred (100) cubic yards, or major fractions thereof, over and above the first one hundred (100) cubic yards. The cylinders of each set shall be molded from the same sample of concrete and tested at seven (7) days or at twenty-eight (28) days, as may be specifically desired. ASTM C-31 shall govern. Testing shall be done per ASTM C-39.

## 9.09 REINFORCING STEEL:

- A. Where less than fifty (50) tons are required: Field inspection for section, rust, shape and dimensions. Manufacturer's certificate required.
- B. Where fifty (50) or more tons are required: Inspection and tests by an independent laboratory for conformance with governing specification.

## 9.10 STRUCTURAL STEEL:

- A. Where less than one hundred (100) tons are required: Field inspection for rust, dimensions, riveting, welding, painting, etc. Manufacturer's certificate required.
- B. Where one hundred (100) or more tons are required: Mill and shop inspection by an independent laboratory.

## 9.11 STEEL BAR JOISTS:

Where more than one hundred (100) joists are required: Furnish the manufacturer's test data proving the efficiency of the design of his joists for the purpose intended and, in addition, furnish certificates that the joists as furnished are in accordance with Project requirements and with the Standard Specifications for Steel Joists as given in the handbook "Steel Joist Construction" published by the Steel Joist Institute.

## 9.12 BRICK:

- A. Where less than fifty thousand (50,000) are required: Visual inspection as set forth in ASTM C-62, or other designated specification.
- B. Where fifty thousand (50,000) or more are required: Visual inspection and testing as set forth in ASTM C-62, or other designated specification, by an independent laboratory.

#### 9.13 BUILDING BLOCK AND STONE:

- A. Where less than one thousand (1,000) pieces are required: Visual inspection as set forth in ASTM C-90, or other designated specification.
- B. Where one thousand (1,000) or more pieces are required: Visual inspection and tests, as set forth in ASTM C-90, or other designated specification, by an independent laboratory.

#### 9.14 VITRIFIED OR UNGLAZED SEWER PIPE:

- A. Where less than three thousand (3,000) feet are required: Inspection at the site, per ASTM C-700, or other designated specification.
- B. Where three thousand (3,000) or more feet are required: Inspection and testing, as set forth in ASTM C-700, or other designated specification, by an independent laboratory. Inspection shall be made at the factory and each joint of approved pipe and fitting shall be stamped by the laboratory. Except when so specified in the Special Provisions, the supplier may use his own quality control program and provide an affidavit as to conformance with the Contract requirements.

#### 9.15 CONCRETE SEWER PIPE (NON-REINFORCED):

- A. Where less than three thousand (3,000) feet are required: Inspection at the site, per ASTM C-14, or other designated specification.
- B. Where three thousand (3,000) or more feet are required: Inspection and testing, as set forth in ASTM C-14, or other designated specification, by an independent laboratory. Inspection shall be made at the factory and each joint of approved pipe and fitting shall be stamped by the laboratory. Except when so specified in the Special Provisions, the supplier may use his own quality control program and provide an affidavit as to conformance with the Contract requirements.

#### 9.16 CONCRETE SEWER PIPE (REINFORCED):

- A. Where less than three thousand (3,000) feet are required: Inspection at the site, per ASTM C-76, or other designated specification.
- B. Where three thousand (3,000) or more feet are required: Inspection and testing, as set forth in ASTM C-76, or other designated specification, by an independent laboratory. Inspection shall be made at the factory and each joint of approved pipe and fitting shall be stamped by the laboratory. Except when so specified in the Special Provisions, the supplier may use his own quality control program and provide an affidavit as to conformance with the Contract requirements.

#### 9.17 CAST IRON PIPE, DUCTILE IRON PIPE, AND SPECIAL CASTINGS:

Each piece of pipe shall bear the manufacturer's serial number and shall be certified by the manufacturer to have met the requirements of the governing Standard Specifications. Also, each piece shall be visually inspected in the field for Specification conformance.

9.18 UNPLASTICIZED POLYVINYLCHLORIDE (PVC) PIPE:

- A. Where less than three thousand (3000) feet are required: Inspection at the site, per ASTM D-3034, ASTM F-794, or other designated specification.
- B. Where three thousand (3000) or more feet are required: Inspection and testing, as set forth in ASTM D-3034, ASTM F-794, or other designated specification, by an independent laboratory.

9.19 OTHER MATERIALS AND EQUIPMENT:

Materials other than the foregoing, including equipment, shall also be suitably specified, and shall be inspected and tested to assure conformance with the Specifications and, where called for, with manufacturer's certificates.

## SECTION X

### SPECIAL PROVISIONS

#### 10.01 WAGE RATES:

The construction of said Project shall in all respects conform to all applicable requirements of Federal, State and Local Laws and Ordinances.

#### 10.02 POSTING MINIMUM WAGES:

The Contractor shall post, at appropriate conspicuous points at the site of the Project, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract, and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

#### 10.03 WAGE UNDERPAYMENTS AND ADJUSTMENTS:

The Contractor agrees that, in case of underpayment of wages to any worker on the Project under this Contract by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount as withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

#### 10.04 COMPUTATION OF WAGES AND OVERTIME COMPENSATION:

The Contractor and each of his Subcontractors shall comply with all applicable Federal, State and Local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the Project and with respect to compensation of overtime.

#### 10.05 PAYROLLS OF CONTRACTORS AND SUBCONTRACTORS:

- A. The Contractor and each of his Subcontractors shall prepare his payrolls on forms prescribed and in accordance with the instructions to be furnished by the Owner. Within seven (7) days after the regular payment date of the payroll, the Contractor shall deliver to the Owner a certified legible copy or copies of each such payroll. Each such payroll shall be sworn to in accordance with the Federal Regulations made pursuant to the "Kick-Back Statute".
- B. Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data the Owner may require.

- C. The Contractor shall not carry on his payroll any person not employed by him. The Contractor shall not carry on his payroll employees of a Subcontractor, but such employees must be carried only on the payrolls of the employing Subcontractor.
- D. The City of Opelika is required to comply with the *Beason-Hammond Alabama Taxpayer and Citizen Protection Act*, §31-13-1 et. seq., of the *Code of Alabama*, 1975 (Act No. 2011-535). All bidders are required to submit an e-Verify Affidavit stating they are enrolled in the e-Verify Program.

#### 10.06 INTEREST OF MEMBER OF, OR DELEGATE TO, CONGRESS, OR RESIDENT COMMISSIONER AND OTHER PROHIBITED INTERESTS:

No member of, or delegate to, Congress or resident Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefits.

#### 10.07 COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties agree, 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 to be in breach of this agreement and shall be responsible for damages resulting therefrom, to the extent allowed by Federal law.

#### 10.08 COMPLIANCE WITH ACT NO. 2016-312

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they are not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### 10.09 U.S. PRODUCTS PREFERENCE

The contractor shall comply with Alabama Code §39-3-1 (1975), shall agree to utilize, in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its Territories, if the same are available at reasonable and competitive prices, and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision by the contractor in failing to use domestic products shall result in a downward adjustment in the contract price to equal any savings or benefit to the contractor.

## **SECTION XI**

### **GENERAL**

#### **11.01 REPLACING PAVEMENT, SIDEWALKS, DRIVEWAYS, ETC.**

All pavement, sidewalks, driveways, curb, gutter, drains or similar items, removed or damaged during or by construction covered by this Contract shall be replaced with construction of first class materials and workmanship to the satisfaction of the Engineer. All pavement shall be replaced in accordance with the detail for the Standard Reinforced Paving Patch.

#### **11.02 MAINTAINING AND RESTORING STREETS.**

During construction, all work of keeping streets, alleys and right-of-ways in a passable condition by bridging, backfilling and laying temporary paving over trenches where required, shall be done in a manner satisfactory to the Engineer.

Upon completion of the backfilling, or sooner, if in the judgment of the Engineer it is necessary for maintaining street traffic, all streets shall be cleared of all rubbish, surplus materials shall be satisfactorily disposed of, all surface irregularities which may be dangerous, obstructive to traffic, or unsightly shall be removed, and all signs of the trenching shall be effaced as far as practicable. The site of the work and all other property, both public and private, involved in the construction shall be cleared up and restored to the same good condition as that in which it was first found by Contractor.

Where the line of a trench lies along or crosses a paved street, the Contractor shall keep the surface of the backfill in a safe condition and level with pavement until the pavement is restored.

#### **11.03 REMOVING PAVEMENTS.**

Then Contractor shall cut along straight lines and remove all pavements encountered for such width only as is necessary for the excavation of the trench. Any pavement removed for a greater width than is deemed necessary by the Engineer, or disturbed by settlement, slides or caves, or by excavations outside the lines of the work, shall be replaced by the Contractor without expense to the Owner.

#### **11.04 STREET DRAINAGE.**

All gutters, drains, culverts, sewers and inlets shall be kept clean and open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except to a very limited extent where the Engineer shall consider the same necessary. The Contract shall not direct any flow of water across or over pavements except through approved pipe or trough of such sizes and length as may be required, and place the same as may be directed, all at his own cost and expense.

## 11.05 HAULING ON STREETS.

In the event it is necessary to haul soft or wet materials over the streets or pavements of the City, the Contractor shall provide suitable tight vehicles, approved by the Engineer, to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles of the Contractor, he shall clean up the same as often as directed and keep the streets clean and free from dirt or mud due to his operations.

## 11.06 CLOSING PORTIONS OF STREETS.

The closing of portions of any street shall be coordinated so as to interfere with traffic as little as possible. Suitable barricades and signs to direct traffic shall be provided and appropriately placed and maintained as long as necessary. Such barricades and signs shall be promptly removed when no longer needed. (Refer to Section 4.06) The City Fire Department and Police Department shall be notified in advance of the closing and of the re-opening of any street.

## 11.07 UNDERGROUND UTILITIES.

Every pipe or conduit for water, gas, drainage or other use, and every foundation or other underground structure which may be encountered in trenching shall be carefully protected from injury or displacement and all damage caused to such structures shall be completely repaired by and at the expense of the Contractor, to the satisfaction of the Engineer, within a reasonable time. Upon the Contractor's failure to promptly make such repairs, the Engineer, upon due notice to the Contractor, shall cause the necessary repairs to be made by other parties and the expense of such repairs shall be deducted from monies due or to become due the Contractor.

## 11.08 EXISTING ITEMS TO BE SALVAGED OR REMOVED.

Existing pipe, casting or other similar items required to be salvaged shall be so salvaged in a manner as approved by the Engineer. Items to be salvaged shall be removed in such a manner as to prevent marring, breaking or otherwise causing damage to the item being salvaged. Castings and pipes shall be cleaned of mortar. Salvaged items shall be neatly stockpiled at a convenient point designated by the Engineer. Areas from which salvaged items have been excavated shall be backfilled with approved compacted material and brought to the same condition and appearance as the surrounding area.

Existing items to be removed shall be removed and disposed of as approved by the Engineer. All usable castings or other items so removed shall be salvaged and stockpiled at a convenient point designated by the Engineer. Areas from which removed items have been excavated shall be backfilled with approved compacted material and brought to the same condition and appearance as the surrounding area.

## 11.09 PIPING AND PUMPING EQUIPMENT FOR BYPASSING SANITARY SEWAGE.

The Contractor shall provide and have in place, ready to operate if necessary, adequate piping and pumping equipment to bypass the flow of sanitary sewage when making any change in an existing

sanitary sewer line.

#### 11.10 DIRT SPREAD.

Measurement of dirt spread shall be computed as the volume of excavation from the canal this is designated by the Special Provisions to be spread.

Payment for dirt spread shall be made at the contract unit price bid in the proposal per cubic yard for dirt spread which will be payment in full for furnishing all labor, material, equipment and other incidental work to spread the dirt in accordance with these Plans and Specifications.

#### 11.11 EXTENSIONS TO EXISTING HEADWALLS AND WING-WALLS, NEW WING-WALLS AND HEADWALLS FOR EXISTING CULVERTS.

The reinforced concrete for extensions of existing wing-wall and headwalls and new wing-walls and headwalls for existing culverts will be designated as "Supplementary Reinforced Culvert Concrete."

The supplementary reinforced culvert concrete will be calculated in cubic yards from field measurement.

Payment for supplementary reinforced culvert concrete will be calculated in cubic yards from field measurements.

Payment for supplementary reinforced culvert concrete will be made at the contract unit price bid per cubic yard for supplementary reinforced culvert concrete, which shall be payment in full for all labor, material, and equipment and for excavating, forming, placing, curing, and all other incidental work to furnish the supplementary reinforced culvert, complete in place, in accordance with these Plans and Specifications.

#### 11.12 SPECIAL STRUCTURES.

Special structures will be measured to determine the cubic yards of reinforced concrete in the structures. Payment for special structures will be made at the contract unit price bid per cubic yard for reinforced special structure concrete, which will be payment in full for all labor, material, and equipment, and for excavating, forming, placing, finishing and all other incidental work to furnish the special structures, complete in place, in accordance with these Plans and Specifications.

#### 11.13 SELECT BACKFILL AND GRAVEL.

Where ditches or trenches are ordered undercut below grade and backfilled with compacted select material or gravel, no measurement or payment will be made for excavation below grade, but measurement and payment will be made for the compacted select material or gravel used to backfill the trench or ditch to grade or to backfill around pipes or culverts. Measurement will be made by the linear foot length of ditch or trench.

Payment for compacted select material or gravel will be made at the respective contract unit prices

bid in the proposal for select material or gravel per linear foot, which shall be payment in full for all labor, material, and equipment, and for placing, compacting and all other incidental work to furnish the select material or gravel, complete in place, in accordance with these Plans and Specifications.

#### 11.14 SPILLWAYS.

Payment for spillways will be at the contract unit price bid per square yard for spillway concrete, which shall be payment in full for all labor, material (including wire mesh), and equipment, and for excavating, placing, finishing, curing and all other incidental work to furnish the spillway, complete in place, in accordance with these Plans and Specifications.

#### 11.15 PIPE REMOVED AND RELAID.

Measurement of pipe removed and re-laid will be the length of accepted pipe, in place, after relaying. Payment for pipe removed and re-laid will be made at the respective contract price bid per linear foot for pipe of specified size, which shall be payment in full for all labor, material, and equipment, and equipment, and for removing and relaying pipe, jointing, backfilling and all other incidental work to furnish the pipe, complete in place, in accordance with these Plans and Specifications.

#### 11.16 CONCRETE SIDEWALKS AND DRIVEWAYS, REMOVED AND REPLACED.

The accepted sidewalk and driveway concrete removed and replaced will be measured in square yards. Payment for concrete sidewalks and driveway removed and replaced will be made at the respective contract unit price bid per square yard for four- (4-) inch concrete sidewalk, removed and replaced, and six- (6-) inch driveway concrete removed and replaced, which shall be payment in full for all labor, material, and equipment, and for removing, replaced, finishing and all other incidental work to furnish the four- (4-) inch concrete sidewalk and six- (6-) inch driveway concrete, complete in place, in accordance with these Plans and Specification.

#### 11.17 HEADWALLS.

Payment for headwalls will be at the contract unit price bid per each, which shall be payment in full for all labor, material, and equipment, and for excavating, placing, backfilling and all other incidental work to furnish the headwalls, complete in place, in accordance with these Plans and Specifications

#### 11.18 TRAFFIC SIGNAL POLES.

#### OMITTED

#### 11.19 RAISING OF MANHOLES AND VALVES

The contractor shall plan accordingly to have all required manholes raised to meet the final grade of the pavement within five (5) working days of the placement of the final asphalt surface if the distance between the asphalt and manhole is greater than one half inch (1/2-inch). All valves

will need to be raised with risers provided by the City of Opelika during the paving operation. The raising of water valves is a subsidiary obligation to the asphalt pavement.

#### 11.20 PLANING (MILLING) OF EXISTING PAVEMENT

All work connected with the removing, by planning (milling), existing asphalt pavement shall be done in accordance to Section 408 in the latest edition of *Alabama Department of Transportation Standard Specification for Highway Construction*. In addition to this referenced specification, the City may elect to retain position of the removed material.

## SECTION XII

### SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

#### 12.01 DESCRIPTION

The work covered by this Section shall consist of constructing a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with Section 424 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, and in reasonably close conformity with the lines, grades, typical cross section and the approximate number of pounds per square yard shown on the plans or as directed. General requirements for all bituminous concrete pavements as specified in Section 410, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, are applicable to this section, subject to any exceptions contained herein. Quality Control/Quality Assurance (QC/QA) requirements as specified in Section 106, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, are applicable to this section, subject to any exceptions contained herein.

The work will be accepted on a LOT by LOT basis in accordance with the applicable requirements.

#### 12.02 MATERIALS

The materials furnished for use shall conform to the requirements of Section 410, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, and the following:

##### (a) AGGREGATES

###### 1. General.

All fine and coarse aggregate furnished shall come from an approved producer who is participating in and meeting the requirements of BMTP-249, *Procedure for Acceptance of Coarse and Fine Aggregates*. The producer's name shall be listed in the *Alabama Department of Transportation's Materials, Sources, and Devices with Special Acceptance Requirements Manual, List I-1*. The Alabama Department of Transportation has established a list of qualified producers of fine and coarse aggregates. Refer to Subarticle 106.01(f) of the *2001 Alabama Department of Transportation Standard Specifications for Highway Construction* and BMTP-355 concerning this list.

###### 2. Coarse Aggregate.

Coarse aggregate shall be aggregate retained on the No. 4 sieve.

Coarse aggregate shall consist of crushed (or uncrushed) gravel with a bulk specific gravity greater than 2.550 (AASHTO T 85), crushed stone, or crushed slag, or a combination thereof having hard, strong, durable pieces, free from adherent coatings.

###### Aggregate Soundness.

The percent degradation of the source aggregate by the sodium sulfate soundness test (AASHTO T 104, *Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate*) after five cycles of testing shall not exceed 10%.

#### **Deleterious Materials, Flat or Elongated Particles, and Absorption.**

The amount of deleterious substances, flat or elongated particles, and absorption in the coarse aggregate shall not exceed the following limits:

(a) Coal and Lignite (Visual)	0.25%
(b) Clay Lumps and Friable Particles (AASHTO T 112)	0.25%
(c) Flat or Elongated particles (5:1 Ratio) (ASTM D 4791 by Count)	10.0%
(d) Other local deleterious substances (Shale, Mica, Marcasite, etc.) (Visual)	2.0%
(e) Absorption (Total sample absorption on the material passing the $\frac{3}{4}$ " sieve and retained on the No. 4 sieve) (AASHTO T 85*). Applies to gravel aggregates only.	2.0%

\* Section 8.1 of AASHTO T 85 modified to require a 15-minute vacuum saturation period as per Section 6.3 AASHTO T 209 prior to the required 15-19 hour soaking period.

\*\* Measured by counting the number of particles where the maximum dimension is at least five times greater than the minimum dimension and comparing this count to the total number of particles; ESAL Range A is exempt from this requirement.

#### **Los Angeles Abrasion Criteria.**

The percent loss of the coarse aggregate by the LA Abrasion test (AASHTO T 96, *Resistance to Abrasion of Small Size Aggregate by use of the Los Angeles Machine*) shall not exceed 48% except that, for Sandstone and Blast Furnace Slag, the LA Abrasion shall not exceed 55%.

### **3. Fine Aggregate.**

Fine aggregate shall be aggregate passing the No. 4 sieve. Gravel used to manufacture fine aggregate shall have a bulk specific gravity greater than 2.550 (AASHTO T 85).

The fine aggregate shall be non-plastic when tested in accordance with AASHTO T 89, as modified by BMTP-232, and AASHTO T 90 and shall have a maximum of 1.0 percent clay lumps and friable particles as determined by AASHTO T 112. It shall consist of hard, tough grain, free of injurious amounts of clay, loam, or other deleterious substances.

#### **Clay Content.**

The amount of clay material, as indicated by the sand equivalent, measured on the aggregate passing the No. 4 sieve as determined by AASHTO T 176, *Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test*, shall be no less than the values defined by Table 1, Section 424.02 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, according to the total design traffic in equivalent single axle loads (ESALs).

#### **4. Mineral Filler.**

Mineral filler shall consist of finely divided mineral matter such as rock dust, slag dust, hydrated lime, hydraulic cement or fly ash meeting the requirements of Section 805, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

The introduction of mineral filler shall be in accordance with AASHTO M 156, Section 3.3, as specified in BMTP-324, with the additional requirement that accurate proportioning shall be accomplished by means of pneumatic or mechanical metering.

#### **(b) Recycled Asphalt Pavement (RAP).**

When RAP is used as a component of a wearing layer, the coarse and fine aggregates contained in the RAP shall meet the respective requirements as outlined in Items 424.02(a)1.,2.,and 3., in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, except for the Clay Content requirements in Item 424.02(a)3, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, which will not be measured.

In addition to the above, in any pavement layer when RAP is used as a component totaling more than 15% by weight of the aggregate blend, the coarse and fine aggregates contained in the RAP shall meet the respective requirements as outlined in Items 424.02(a)1. and 2., in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. When 15% or less RAP by weight of the aggregate blend is used, the approval in accordance with BMTP-372 by the City of Opelika of reclaimed material for reuse in a recycled mix will serve as a waiver of these requirements except for wearing layers. The maximum percentage of RAP allowed in base and binder layers is limited to 40% for modified batch plants and 50% for modified drum plants. Any mix used, as a wearing surface layer shall contain no more than 15% reclaimed material. Any mix proposed for roadways having traffic greater than or equal to  $1.0 \times 10^7$  ESALs may contain no more than 15% reclaimed material in the upper binder layer. The liquid asphalt binder used in a recycled mixture containing 15% or less RAP shall be as specified in Table 6, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. Any recycled mix containing more than 15% RAP shall be designed with a viscosity of 3000 poises according to BMTP-388. The liquid asphalt binder used in a recycled mixture containing more than 15% RAP shall be limited to PG 67-22 meeting the requirements of AASHTO MP1. The initial design check of the Contractor submitted job mix formula shall be performed using a PG 67-22 on the original binder when tested according to AASHTO TP5. In the event that the recovered liquid asphalt binder fails the initial design check, a second design check will be performed using a PG 64-22 having a  $G^*/\sin d$  value greater than or equal to 1.00 kPa but less than a PG 67-22 having a  $G^*/\sin d$  value equal to 1.00 kPa on the original binder when tested according to AASHTO TP5. In the event that the recovered liquid asphalt binder fails the second design check, the percentage RAP shall be decreased until the recovered liquid asphalt binder meets the viscosity requirements specified for the design check. During the design check of the Contractor submitted job mix formula, the viscosity of the recovered liquid asphalt binder shall not exceed 12,000 poises, and during production the viscosity of the recovered liquid asphalt binder shall be greater than 6,000 poises but less than 15,000 poises. Percentages of RAP shall be based on total weight of the aggregate blend.

**(c) Blend of Aggregates.**

The coarse and fine aggregates shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points and a restricted zone as defined by Tables 2A-2D, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. The plans and proposal will designate the mix to be used. Unless otherwise shown on the plans or in the proposal, mixtures may be designed on either the fine or coarse side of the restricted zone except that all mixtures proposed for roadways having traffic greater than or equal to  $1.0 \times 10^7$  ESALs shall be designed on the coarse side of the restricted zone.

Blended aggregate gradation curves shall not pass through the restricted zone. Restricted zones are a function of the maximum particle sizes in the blended gradations. Maximum particle size is defined as the sieve size that is two sizes larger than the first sieve to retain more than 10 percent of the material. The sequence of sieve sizes to be used in determining maximum particle size is that contained in Table 2A, 2B, 2C, or 2D, in Section 424 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. Gradation charts illustrating gradation requirements are contained in Article 424.03, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

Production tolerances shall be shown in Subarticle 424.04(e), in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

**Coarse Aggregate Angularity.**

The coarse aggregate angularity shall be measured on the total blended aggregate retained on the No. 4 sieve in accordance with ASTM D 5821.

A fractured face is defined as an angular, rough, or broken surface of an aggregate particle created by crushing, by other artificial means, or by nature. A face is considered fractured only if it has a projected area at least as large as one-quarter of the maximum projected area (maximum cross-sectional area) of the particle and also has sharp and well-defined edges.

The percent by weight of the coarse particles of the blended aggregate retained on the No. 4 sieve with one fractured face and with two or more fractured faces shall be less than the values in Table 3 of Section 424, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

**Fine Aggregate Angularity.**

The percent air voids in loosely compacted fine aggregate, measured according to AASHTO T 304, Method "A", or ASTM C 1252, Method "A", *Uncompacted Void Content of Fine Aggregate (as influenced by Particle Shape, Surface Texture, and Grading)* shall be no less than the values in Table 4 of Section 424, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

**Use of Carbonate Stone.**

Carbonate stone which tends to polish under traffic will be permitted only in underlying layers, shoulder paving, and widening as defined by Article 410.01, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, except as specified in Table 5 in Section 424, in the latest edition of the

*Alabama Department of Transportation Standard Specifications for Highway Construction*, or otherwise shown on the plans.

In no case shall the total amount of carbonate stone in the combined mixture used as actual wearing surface layers exceed the percentage shown in Table 5 in Section 424, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. When parts of carbonate stone used in the mix are from differing stratas of material or coming from multiple sources which are represented by different BPN 9 values, the lowest BPN 9 value will be used.

**(d) Liquid Asphalt Binder.**

Liquid asphalt binders shall come from an approved producer who is participating in and meeting the requirements of BMTP-243, *Acceptance Program For Asphalt Materials*. The producer's name shall be listed in the Alabama Department of Transportation's *Materials, Sources, and Devices With Special Acceptance Requirements* Manual, List I-4. The Alabama Department of Transportation has established a list of qualified producers of asphalt materials. Refer to Subarticle 106.01(f), in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, and BMTP-355 concerning this list. Unless shown otherwise on the plans or in the proposal, liquid asphalt binder for use in all mixes shall meet the requirements of AASHTO MP1, *Standard Specification For Performance Graded Asphalt Binder*, as modified by Table 6 of Section 424, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. See Subarticle 424.02(b), in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, for liquid asphalt binder requirements for mixtures containing RAP.

Polymer modifiers shall be blended at an approved refinery and meet the requirements of Section 811, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

**(e) Mix Properties.**

**1. Air Voids (AV).**

The design air voids for all levels of traffic is 4.0%.

**2. Voids in Mineral Aggregate (VMA).**

The job mix shall be designed to produce a minimum VMA according to Table 7 of Section 424, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

**3. Dust Proportion.**

The ratio of the percent by weight of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight of the total mix shall be between 0.6 and 1.2 for mixes designed on the fine side of the restricted zone and between 0.6 and 1.6 for mixes designed on the coarse side of the restricted zone. These ratio limits apply to both the design and production phases. Effective asphalt content is that liquid asphalt binder not absorbed into the aggregate porestructure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

**4. Asphalt Drain down.**

The amount of drain down in an uncompacted asphalt-aggregate sample shall not exceed 0.3% at the end of one hour in accordance with BMTP-386, *Asphalt Draindown Test*.

## **5. Resistance to Moisture-Induced Damage.**

All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to BMTP-384 at 7 percent air voids and tested in accordance with AASHTO T 283 as modified by BMTP-361, except the specimen shall be 6.00 inches in diameter and 3.75 inches in height.

### **(f) Design Procedure.**

All superpave mixes with 100% virgin aggregate shall be designed in accordance with BMTP-384, *Mix Design Procedure For Superpave Level 1*. Superpave mixes containing RAP shall be designed in accordance with BMTP-388, *Superpave Volumetric Mix Design Procedure Using Recycled Asphalt Pavement*. The aggregate structure and liquid asphalt binder content shall be selected to produce a densification curve which 1) passes through 96.0% of theoretical maximum specific gravity (4.0% air voids) at the design number of gyrations ( $N_d$ ), 2) attains less than 98.0% of theoretical maximum specific gravity (2.0% air voids) at the maximum number of gyrations ( $N_m$ ), and 3) unless otherwise shown, attains less than or equal to 89.0% of theoretical maximum specific gravity (11.0% air voids) at the initial number of gyrations ( $N_i$ ). The number of initial ( $N_i$ ), design ( $N_d$ ), and maximum ( $N_m$ ) gyrations shall be selected according to Table 8 in Section 424, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

## **12.03 Gradation Requirements.**

All gradations requirements shall be in accordance with Article 424.03, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

## **12.04 Construction Requirements.**

### **(a) General.**

Mixing temperature shall not exceed 356°F without written approval of the Engineer.

### **(b) Binder Layer and Wearing Surface Layer.**

Construction requirements shall be as specified in Article 410.03 through 410.07, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

### **(c) Base Layer.**

The construction requirements for base layers shall be as specified in Articles 410.03 through 410.07, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, except as follows:

1. The edges shall be trimmed immediately after final rolling, using an accurately aligned string or wire to a tolerance of 2 inches outside the theoretical edge of the layer and to a slope not flatter than 1:1.
2. Any edge distorted by rolling shall be promptly corrected.

**(d) Preparation of Mixtures-Moisture Content.**

Each time an asphalt content measurement is made (BMTP-354 or AASHTO TP53) the amount of moisture in the mixture shall be determined, regardless of aggregate type, as specified in BMTP-130 and reported on Form BMTP-20. The moisture determination shall be used in computing the corrected asphalt content. Moisture samples shall be taken with the asphalt content samples from the loaded truck. Moisture in the mixture shall not exceed 0.2% by weight.

**(e) Production Tolerances.**

All mixtures furnished for use shall conform to the approved job mix formula (JMF) within the tolerances set in Item 410.02(b)2, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. Mixture gradations may be produced within the restricted zone provided the gradations are within the tolerances.

**12.05 Method of Measurement.**

The accepted quantities of Superpave Bituminous Concrete Wearing Surface Layer, Superpave Bituminous Concrete Binder Layer, and Superpave Bituminous Concrete Base Layer will be measured as provided in Article 410.08, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, subject to any exceptions contained herein.

**12.06 Basis of Payment.**

Superpave Bituminous Concrete Wearing Surface Layer, Superpave Bituminous Concrete Binder Layer, and Superpave Bituminous Concrete Base Layer will be paid for at the contract unit price bid in accordance with Article 410.09, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, subject to any exceptions contained herein.

## SECTION XIII

### TRAFFIC STRIPE

#### 13.01 DESCRIPTION

This section shall cover the work of furnishing all materials and the application of all materials to form either a permanent or temporary traffic stripe in accordance with plan details and Section 701 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

#### 13.02 MATERIALS

The contractor may select Thermoplastic (Class 2 and Class 2T) or Cold Laid Polymeric Tape (Class 3) for use as a permanent marking material. All materials shall comply with the appropriate provisions of Division 800, Materials, with special reference to Sections 856 and 857 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

Temporary traffic striping material may be either of the following:

- a. Reflectorized permanent traffic paint or removable traffic paint complying with the provisions of Section 856 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.
- b. An approved reflectorized pressure sensitive traffic marking tape complying with the provisions of Section 857 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

#### 13.03 CONSTRUCTION REQUIREMENTS

All work shall comply with Article 701.03 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction* for the application of Thermoplastic Stripe or for the application of Cold Laid Polymeric Tape.

#### 13.04 METHOD OF MEASUREMENT

- (a) ITEMS 701-A, 701-B, 701-C, 701-E, 701-F, AND 701-G.

Solid or broken traffic stripe (items 701-A and 701-C, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) will be measured along the centerline of each stripe either by direct measurement and computation to the nearest thousandth of a mile or by odometer to the nearest thousandth of a mile.

Solid, broken, or dotted traffic stripe (Items 701-B, 701-E, 701-F and 701-G, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) will be measured along the centerline of the stripe to the nearest foot.

The mileage of broken traffic stripe complete in place and accepted and the linear footage of broken traffic stripe and dotted traffic stripe complete in place and accepted will include the gaps shown on the plans as a part of the traffic line design but will not include the length of any other gap or section omitted by the Engineer.

Each 4-inch wide traffic stripe will be measured separately for payment.

(b) ITEMS 701-D AND 701-H

Any traffic stripe, existing or temporary, removed as directed (Items 701-D and 701-H, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) will be measured in the same manner noted for placement of the type stripe involved.

Removal of markings or legends will be measured and paid for under the appropriate item provided in Section 703 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

## 13.05 BASIS OF PAYMENT

(a) UNIT PRICE COVERAGE

The mileage of Solid or Broken Traffic Stripe, Item 701-A, and the linear footage of Solid or Broken Traffic Stripe, Item 701-G, measured as noted above, will be paid for at the respective contract unit prices bid and shall be full compensation for the stripe complete in place which includes the cleaning of pavement, the furnishing and applying of the striping material and for all equipment, tools, labor and incidentals necessary to complete the item of work.

The linear footage of Dotted Traffic Stripe, Item 701-B, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials of the appropriate color consistent with the use of the stripe in accordance with the plan details, the preparation of pavement, the application of the striping material and for all equipment, tools, labor and incidentals necessary to complete this item of work.

The mileage of Solid or Broken Temporary Traffic Stripe, Item 701-C, and the linear footage of Solid or Broken Temporary Traffic Stripe, Item 701-E, and Dotted Temporary Traffic Stripe, Item 701-F, measured as noted above, will be paid for at the respective contract unit prices bid which shall be full compensation for the furnishing of all materials, of the appropriate color consistent with the use of the stripe in accordance with the requirements of the plan details and the MUTCD, the preparation of the surface, the placing of the material, the maintenance of the traffic stripe, and for all equipment, miscellaneous materials, tools, labor and incidentals necessary to complete the item of work.

The mileage of existing or temporary Solid or Broken Traffic Stripe Removed, Item 701-D, and the linear footage of Solid, Broken, or Dotted Traffic Stripe Removed, Item 701-H, measured as provided above, will be paid for at the contract unit price which shall be payment in full for all materials, equipment, tools, and labor necessary to complete the work. When the traffic stripe to be removed consists of pavement markers used as traffic stripes, the cost of removing markers, marker adhesive, and existing paint, plastic or tape located between the markers shall also be included in the price.

## SECTION XIV

### TRAFFIC CONTROL MARKINGS AND LEGENDS

#### 14.01 DESCRIPTION

This section shall cover the application, including furnishing of all materials, of traffic control markings and/or legends in substantial conformity with the plan details and these specifications at the locations designated on the plans as directed.

This section shall also include the application, including furnishing of all materials, of temporary traffic control markings and legends in accordance with the plan details and these specifications at the locations designated on the plans or directed.

Dimensions, color, material, etc. shall be designated in the same manner as noted in paragraph 2 of Article 701.01, Traffic Stripe, in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

In addition, this Section shall cover the work of the removal of existing traffic control markings and legends when such is provided by the plans and/or proposal.

#### 14.02 MATERIALS

All traffic control markings and/or legends shall be Thermoplastic (Class 2 and Class 2T). Materials shall conform to the requirements of Division 800, Materials, with special attention directed to Section 856 and, in the case of temporary marking tape, to the requirements specified in Section 857 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

All materials must be approved by the Engineer before installation and only materials of a recognized, reputable manufacturer will be considered.

#### 14.03 CONSTRUCTION REQUIREMENTS

All application of traffic control markings and/or legends shall comply with Article 703.03 of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

#### 14.04 METHOD OF MEASUREMENT

The area of Traffic Control Markings or Legends (Items 703-A, 703-B, 703-F, and 703-G, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) complete in place and accepted will be surface measured to the nearest 0.1 ft<sup>2</sup> of the area actually treated.

The removal of Traffic Control Markings or Legends (Item 703-C, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) shall be measured in the same manner as prescribed above except that it shall cover only the area from which the markings were actually removed.

The area of Temporary Traffic Control Markings or Legends, (Items 703-D and 703-E, of the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*) complete in place and accepted, will be measured to the nearest 0.1 ft<sup>2</sup> of the area actually treated. No measurement for payment will be made for the removal of temporary markings or legends, the removal of such being classified as incidental to the Items of Temporary Traffic Control Markings and Temporary Traffic Control Legends.

#### **14.05 BASIS OF PAYMENT**

The accepted square feet of Traffic Control Markings or Legends, Items 703-A, 703-B, 703-F, and 703-G, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

The accepted square feet of Traffic Control Markings or Legends Removed, Item 703-C, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes all necessary materials, equipment, tools, labor and incidentals necessary to complete the work.

The accepted square feet of Temporary Traffic Control Markings or Legends, Item 703-D and 703-E, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

## SECTION XV PAVEMENT MARKERS

### **15.01 Description**

This section shall cover the work of furnishing and installing pavement markers of the Class and Type specified by the plans or proposal, at the locations designated on the plans or directed by the Engineer, all in conformity with the plans and Section 705 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. All pavement markers shall be Class A Type 2-D.

### **15.02 Materials**

Materials furnished for use shall comply with the appropriate requirements of Division 800, Materials, with special attention directed to Section 882 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

### **15.03 Construction Requirements**

All work connected with the installation of pavement markers shall be done in accordance to Article 705.03 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

### **15.04 Method of Measurement**

Pavement Markers installed as directed and accepted will be measured by counting separately the number of various class and types of markers provided by the plans or proposal.

### **15.05 Basis of Payment**

The number of Pavement Markers measured as noted above will be paid for at the respective contract unit price bid for each class and type specified by the plans or proposal. Said contract unit prices bid shall be full compensation for furnishing and installing the pavement markers, removing temporary pavement markers (if required), and for all materials, equipment, labor and incidentals necessary to complete the work.

## **PROPOSAL**

TO: THE CITY OF OPELIKA, ALABAMA

SUBMITTED: \_\_\_\_\_, 2026

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and Contractual Documents relative thereto, and has read all General Conditions and Special Provisions furnished, and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Opelika, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

### **City-Wide Asphalt Paving Project**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Opelika, Alabama, with a definite understanding that no money will be allowed for Extra Work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the Proposal sheets are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time started in the notice to the Contractor from the Engineer to proceed, and fully complete performance according to the following. Work will begin when a written "Notice to Proceed" is issued for each individual work order in the project. Work shall begin within ten (10) days of each written "Notice to Proceed". The total contract period shall be three hundred sixty (360) calendar days.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the check or bid bond in the amount of **five (5)** percent of this bid, but no greater than \$10,000.00, accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the City of Opelika, Alabama, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the \_\_\_\_\_ Bank of \_\_\_\_\_ or a bid bond for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), made payable to the City of Opelika, Alabama.

Company

By: \_\_\_\_\_ L.S.

Title

Witness: \_\_\_\_\_ L.S.

\_\_\_\_\_ L.S.

Address:

\_\_\_\_\_

License No.: \_\_\_\_\_

## Schedule of Values City-Wide Asphalt Paving Project

### Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	UNIT COST
107I	Indirect Cost	(LS)	1	\$ 10,000.00
405A	Bituminous Tack Coat	(GAL)	3500	
408A	Asphalt Milling (0" to 2")	(SY)	25000	
424A-000	Asphalt Wearing Surface	(TON)	3500	
424A	Asphalt Parking Lot Surface	(TON)	500	
424A-001	Asphalt Leveling	(TON)	500	
424B-000	Asphalt Patching	(TON)	1000	
622A	Raising Manholes	(EACH)	30	
650A	Granular Shoulder Backfill	(CY)	350	
701C-000	Solid Temporary Stripe	(MILE)	4	

**NOTE: Total the unit cost column at the bottom.**

**Do not multiply the minimum approximate quantities with the unit cost.**

**TOTAL**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the **City of Opelika, Alabama** as owner in the penal sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

The condition of the above obligation is such that whereas, the Principal has submitted to the **City of Opelika, Alabama** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

### **City-Wide Asphalt Paving Project**

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

SEAL

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

## CONTRACT

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between \_\_\_\_\_ (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

### **City-Wide Asphalt Paving Project**

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within ten (10) days of each written "Notice to Proceed". The total contract period shall be three hundred sixty (360) calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein

specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the second party may retain the sum of **\$240.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.

- 7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.
- 8) Term. The term of this Agreement is one (1) year from February 2026, up to and including February 2027.
- 9) Compensation. Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.
- 10) Retainage. “Retainage” is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.

I        In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.

II      In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

**City of Opelika, Alabama**

(Owner)

\_\_\_\_\_  
(Contractor)

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

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

\_\_\_\_\_  
(Owner's Witness)

\_\_\_\_\_  
(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**The City of Opelika  
Post Office Box 390  
Opelika, AL 36803-0390**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THESE OBLIGATION is such that whereas, the Principal entered into in  
2003, a copy of which is hereto attached and made a part hereof for the performance of:

### **City-Wide Asphalt Paving Project**

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully  
perform the terms and conditions of the Contract in all respects on its part, and shall fully pay all  
obligations incurred in connection with the performance of such Contract on account of labor  
and materials used in connection therewith, and all such other obligations of every form, nature  
and character, and shall save harmless the Owner from all and any liability of every nature, kind  
and character which may be incurred in connection with the performance or fulfillment of such  
Contract or other such liability resulting from negligence or otherwise on the part of such  
Principal, and further shall save harmless the Owner from all costs and damage which may be  
suffered by reason of the failure to fully and completely perform said Contract, and shall fully  
reimburse and repay the Owner from all costs and damage which may be suffered by reason of  
the failure to fully and completely perform said Contract, and shall fully reimburse and repay the  
Owner for all expenditures of every kind, character and description which may be incurred by  
the Owner in making good any and every default which may exist on the part of the Principal in

connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and materials furnished in connection with the performance of the Contract, and that the failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment on the Contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2026.

Executed in two (2) counterparts.

ATTEST:

Contractor: \_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(PRINCIPAL)

Surety: \_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(PRINCIPAL)

## LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**The City of Opelika  
P. O. Box 390  
Opelika, AL 36803-0390**

hereinafter called OBLIGEE, in the penal sum of \_\_\_\_\_  
dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, personal  
representatives, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with said Obligee, dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026, hereinafter referred to as the Contract for the construction of:

### **City-Wide Asphalt Paving Project**

Which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set  
out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extensions of or additions to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise to remain in full force and effect; provided, however, that this bond is subject to the following conditions and limitations:

- A) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal or Surety or either of them (but not later than one (1) year after the final settlement of said Contract) in which action claim or claims shall be adjudicated and judgment rendered thereon.
- B) The Principal and Surety hereby designate and appoint \_\_\_\_\_ (to be filled in by Surety Co.) as the agent 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 service shall be the same as personal service on the Principal and/or Surety.
- C) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- D) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- E) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds and Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Countersigned: Resident Agent