



BID# 26020

THE CITY OF OPELIKA

Engineering Department

**Waverly Parkway and Dunlop Drive Intersection  
Improvements**

EDDIE SMITH, MAYOR

JOEY MOTLEY, CITY ADMINISTRATOR

LILLIE FINLEY, PURCHASING-REVENUE MANAGER

SCOTT PARKER, P.E., CITY ENGINEER

**INVITATION TO BID  
26020**

Sealed bids for the construction of the

**Waverly Parkway and Dunlop Drive Intersection Improvements**

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, May 26, 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 pursuant 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: Waverly Parkway and Dunlop Drive Intersection Improvements**

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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## 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 Bid Total is the total cost to provide, install and test the items of the Work listed 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 to 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 to 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 ensure 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 costs of 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 twenty-five percent (25%) of the daily hours routinely worked.

## SECTION II

### PROPOSAL REQUIREMENTS AND CONDITIONS

#### 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.

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

As one of the conditions of this Bid, it must be understood that knowledge and experience are extremely important to prevent interruption of service and inconvenience to the Owner. Therefore, the low Bidder may be required to submit evidence and proof acceptable to the Owner of his ability, knowledge, experience, or training of supervisory personnel and labor, and may also be required to submit evidence and proof that all work of a similar nature performed within the last two (2) years was satisfactory and safely completed. Bidder may also be required to furnish proof he owns, or has in his possession and control, sufficient and proper equipment to properly and efficiently perform all Work required under this Contract. Bidder agrees that if he has not done similar work within the past two (2) years, or if the Owner is not convinced that Bidder has sufficient knowledge, experience, ability, and equipment to properly perform the Work, that it shall be sufficient grounds for refusal of Bid.

#### 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:

Monthly or periodic estimates shall be paid by an approximate percentage of work completed by the contractor as a percentage of the lump sum proposal accepted in the Contract. Stored materials can be included in this percentage with the submittal of invoices to the Engineer.

#### 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 compensation 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 to bidder by the Owner.

The Bidder must present the total cost of providing, installing, and testing all the items listed in the contract documents in the Proposal Form. The Proposal shall be properly signed by the Bidder.

By responding to this solicitation, the Vendor will be held to have read and thoroughly examined the bid. Failure to read and thoroughly examine the bid will not excuse any failure to comply with the requirements of the bid and any resulting contract, nor will such failure be a basis for claiming additional compensation or breach of contract.

Vendor warrants acceptance and agreement with all terms and conditions presented in this bid and that all statements contained in the proposal are true and correct. The Vendor further certifies that Vendor is legally authorized to conduct business within the City of Opelika and capable of providing the services described. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the City of Opelika. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the bid.

Vendor warrants that neither Vendor nor any Vendor trustee, officer, director, employee, agent, servant, volunteer, subcontractor, or assign, is a current city official or employee or is a family or household member of an official or employee of the city and that no such individuals have been employed by the city within a two (2) year window preceding the issuance of this bid. During the term of any awarded contract, Vendor shall be responsible for ensuring compliance with this requirement and with the Code of Ethics for Public Officials, Employees, etc., in Chapter 25 of Title 36 of the Alabama Code, including disclosure requirements, where applicable.

For contracts requiring periodic inspections, maintenance, and repairs of facilities, structures, vehicles, conveyances, equipment, and systems, whether mechanical or not, the bid/contract price will not be subject to alteration, modification, addition, or increase in price of services rendered based upon any alleged preexisting condition(s) of said systems without prior written consent of the

City of Opelika. Bids should be made with the understanding that a contract for systems maintenance, inspection, and repair will likely result in expenses for all conditions. Responsible vendors are encouraged to inspect systems maintenance records and schedules, and measure

them against manufacturer-recommended installation and maintenance schedules.

Following completion of required project improvements, the subdivider shall post with the City of Opelika a surety bond, effective for one (1) year, in an amount equal to ten percent (10%) of the street, sidewalks, crosswalks, buffers and utility improvements cost for the street, sidewalks, crosswalk, buffers, medians, roundabouts, and other structures and systems for which acceptance is sought. Said bond is to guarantee the City that said street or project has been completed within specifications, is free from defects caused by faulty design, installation, material(s) or workmanship, and that said street, sidewalks, buffers and other structures will remain in acceptable condition for a period not to exceed one (1) calendar year, to include being fully compliant with the requirements of the Americans with Disabilities Act (ADA), where applicable. Accordingly, at the end of the one (1) calendar year period, the street, sidewalk, crosswalk, buffer, or other structure/subject matter of the project is unacceptable because of faulty workmanship, design, installation, or material; said defect shall be corrected and repaired at a cost to the subdivider up to the amount of the surety bond. Upon the failure or refusal by the subdivider to make adequate repairs within ninety (90) days after demand is made of him by the City of Opelika, then the City shall make such repairs as are reasonably necessary and recover the cost with the bond redemption.

#### 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 ten thousand dollars (\$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 not be returned.

#### 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.

#### 2.13 BID PROTEST PROCEDURES:

##### **1. Purpose and Applicability.**

The bid protest procedures in this section shall apply to all purchases and contracts which are subject to the guidelines of the competitive bid law as outlined in Titles 39 and 41 of the *Code of Alabama* (1975) through the issuance of a Request for Bids or Request for Proposals.

The competitive bid law, as codified at Sections 41-16-50 through 41-16-63, *Code of Alabama* (1975), generally provides that all expenditures of funds for labor, services, work, or for the purchase or lease of materials, equipment, supplies, or other personal property involving thirty thousand dollars (\$30,000) or more shall be made under contractual agreement entered into by free and open competitive bidding. The public works bid law, as codified in Sections 39-2-1 through 39-2-14, *Code of Alabama* (1975), generally provides that all public works projects involving expenditures of one hundred thousand dollars (\$100,000) or more are subject to the requirements of competitive bidding. These procedures have been established to ensure uniform, timely, and equitable consideration of complaints from any actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract.

## **2. Filing of Protest.**

The bid protest process begins with the filing of a written protest. Protestors may file a protest on any phase of solicitation or award, including but not limited to specifications preparation, bid solicitation, or award. To expedite the handling of protests, the envelope shall be labeled "Protest". The written protest shall include, at a minimum, the following:

- a) The protestor's name, primary address, and the email address and telephone number of the protestor's authorized representative;
- b) The name of the protestor's authorized representative;
- c) Appropriate identification of the procurement, including the solicitation project name and the City-assigned solicitation number;
- d) A statement of the grounds of the protest and relief requested with enough particularity to give notice of the issues to be decided; and
- e) Supporting exhibits, evidence, or documentation to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Additional information may be requested by the Purchasing/Revenue Manager.

## **3. Deadline to Protest Bid Solicitation.**

Any bidder, proposer, offeror, or contractor that seeks to protest the terms and conditions, requirements, evaluation criteria, or specifications as outlined in the Request for Bids or Request for Proposals shall file a written protest with the Purchasing/Revenue Manager within fourteen (14) calendar days of the issuance of the solicitation or amendment being protested.

## **4. Deadline to Protest Contract Award.**

Any bidder, proposer, offeror, or contractor who seeks to protest a contract or purchase award to be made by the City shall file a written protest with the Purchasing/Revenue Manager within five (5) business days of the date of award or notification of intent to award, whichever is earlier.

## **5. Stay of Procurements During Protest.**

When a protest has been timely filed, and before an award has been made, the City shall make no award of the contract until the protest has been settled unless the Purchasing/Revenue Manager makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

## **6. Decision by the Purchasing/Revenue Manager and Administrative Appeal.**

A decision on a protest shall be made by the Purchasing/Revenue Manager or appointed designee as expeditiously as possible after receiving all relevant, requested information. The Purchasing/Revenue Manager or appointed designee, at his or her discretion, prior to the issuance of the written decision, may investigate the protest, obtain additional information and/or documentation, provide an

opportunity to settle the protest by mutual agreement, and/or schedule meeting(s) with the protestor and others (as appropriate) to discuss the protest. A copy of the decision shall be mailed to the protestor or otherwise furnished electronically immediately to the protestor. The decision of the Purchasing/Revenue Manager shall be final and conclusive unless the protestor files a written administrative appeal within three (3) business days of the date of the Purchasing/Revenue Manager's written decision. The administrative appeal shall be filed with the City Administrator via mail or hand-delivery no later than 5:00 p.m. (CST) on the third business day following the date of the written decision.

The City Administrator shall perform an administrative review of the appeal and issue a written decision within five (5) business days of the receipt of the appeal. The written decision of the City Administrator shall be mailed to the protestor or otherwise furnished electronically immediately to the protestor. The decision of the City Administrator shall be final and conclusive unless the protestor elects to seek recourse through judicial proceedings in accordance with state law.

### **7. Effect of Judicial Proceedings.**

If an action concerning the protest has commenced in court, the Purchasing/Revenue Manager shall not act on the protest.

### **8. Waiver.**

Failure to file a written protest or appeal within the time frames outlined above shall constitute a waiver of right to protest, and the City may proceed with the contract award.

## **2.14 CYBERSECURITY COMPLIANCE:**

### **Digital Accessibility and Cybersecurity Requirements (2026 Standard)**

#### **1. Purpose.**

The purpose of this Appendix is to establish minimum cybersecurity, digital accessibility, and identity assurance requirements for all technology, software, and digital services procured by the City of Opelika.

These requirements are intended to ensure that systems are provided to the City:

- Protect City data and infrastructure from cybersecurity threats
- Provide equitable access to City services for individuals with disabilities
- Align with nationally recognized cybersecurity and accessibility standards

All Vendors responding to this solicitation must demonstrate compliance with the requirements defined in this Appendix.

#### **2. Applicable Standards.**

Solutions provided under this procurement shall align with the following standards and guidance:

## Cybersecurity Standards:

- National Institute of Standards and Technology Cybersecurity Framework (CSF) 2.0
- NIST Special Publication 800-53 Revision 5 - Security and Privacy Controls for Information Systems
- NIST Special Publication 800-63 Digital Identity Guidelines

## Accessibility Standards:

- Americans with Disabilities Act Title II
- Section 504 of the Rehabilitation Act
- Web Content Accessibility Guidelines 2.2 Level AA

These standards establish minimum expectations for cybersecurity protection and digital accessibility.

### Sources:

NIST CSF 2.0 (2024)

<https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.29.pdf>

NIST SP 800-53 Rev.5

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>

WCAG 2.2

<https://www.w3.org/TR/WCAG22/>

## 3. Cybersecurity Requirements.

### 3.1 Security Framework Alignment

All digital solutions and documentation provided to the City shall align with the core functions of the NIST Cybersecurity Framework 2.0, including:

- Govern (GV)
- Identify (ID)
- Protect (PR)
- Detect (DE)
- Respond (RS)
- Recover (RC)

Vendors shall demonstrate that appropriate security controls are implemented consistently with NIST SP 800-53 Revision 5.

Controls must be implemented in proportion to the system's impact level:

- Low Impact
- Moderate Impact

- High Impact

Impact levels will be determined by the city.

### 3.2 Data Protection

Systems provided to the City must implement safeguards, including:

- Encryption of data in transit using TLS 1.2 or higher
- Encryption of data at rest using FIPS-validated cryptographic modules
- Role-based access control
- Logging and audit capabilities
- Secure patch management processes

### 3.3 Security Verification

The City may require documentation demonstrating the implementation of cybersecurity controls, including but not limited to:

- System Security Plan (SSP)
- SOC 2 Type II report
- FedRAMP authorization
- Independent penetration testing reports
- Security architecture documentation

Failure to provide adequate documentation may result in the proposal being rejected.

## 4. Identity and Authentication Requirements.

Where systems require user authentication, account creation, or identity verification, vendors shall comply with the NIST Digital Identity Guidelines (SP 800-63 series).

Authentication mechanisms shall support:

- Multi-factor authentication (MFA)
- Phishing-resistant authentication where feasible
- Secure identity proofing procedures

Authentication systems shall not rely exclusively on biometric verification.

Vendors must provide accessible authentication alternatives, including:

- Non-biometric authentication methods
- Alternative login processes
- Human-assisted identity verification procedures when automated verification fails

## **5. Digital Accessibility Requirements.**

### **5.1 Accessibility Compliance**

All electronic and information technology (EIT) provided under this contract must comply with accessibility requirements established under:

- ADA Title II
- Section 504 of the Rehabilitation Act
- WCAG 2.2 Level AA

These requirements apply to:

- Websites
- Web applications
- Mobile applications
- Software interfaces
- Electronic documents
- Digital forms and services

### **5.2 Required Accessibility Features**

Solutions must demonstrate compliance with relevant WCAG success criteria, including, but not limited to:

- Accessible Authentication
- Keyboard navigation
- Screen reader compatibility
- Text alternatives for images
- Proper color contrast
- Visible focus indicators
- Accessible form labels and error messaging
- Target size requirements for interactive elements

### **5.3 Accessibility Documentation**

Vendors must submit an Accessibility Conformance Report (ACR) using the current Voluntary Product Accessibility Template (VPAT) format.

The VPAT must document compliance with WCAG 2.2 Level AA.

The City may request additional documentation or accessibility demonstrations.

## **6. Vendor Documentation Requirements.**

Proposals must include the following materials:

1. Accessibility Conformance Report (VPAT / ACR)
2. Security compliance documentation
3. Description of authentication methods used by the system
4. Documentation of accessibility testing conducted by the Vendor
5. Contact information for Vendor security and accessibility compliance personnel

Incomplete documentation may result in the proposal's disqualification.

## **7. Verification and Acceptance.**

The City reserves the right to perform independent cybersecurity and accessibility testing prior to final system/bid acceptance.

Testing may include:

- Vulnerability assessments
- Penetration testing
- Accessibility audits
- Manual accessibility testing with assistive technologies

If testing identifies deficiencies, the Vendor shall remediate such deficiencies at no additional cost to the City.

## **8. Remediation Requirements.**

Accessibility or cybersecurity deficiencies classified as Critical or High Severity must be corrected before final system/bid acceptance.

Moderate deficiencies must be addressed within a timeframe mutually agreed upon by the City and Vendor.

Failure to remediate identified deficiencies may result in:

- Withholding payment
- Rejection of deliverables
- Contract termination

## **9. Data Ownership and Use.**

All data generated through systems provided under this contract shall remain the property of the City of Opelika.

Vendors shall not:

- Sell City data
- Share City data with third parties

- Use City data for training machine learning models
- Use City data for analytics commercialization without explicit written authorization from the City

#### **10. Compliance Certification.**

By submitting a proposal, the Vendor certifies that:

- The proposed solution complies with the requirements outlined in this Appendix
- The Vendor will cooperate with City cybersecurity and accessibility verification procedures
- The Vendor will remediate verified deficiencies in accordance with this Appendix

Failure to comply with these requirements may result in disqualification from procurement or termination of the contract.

## Cybersecurity and Accessibility Requirements

Vendors responding to this solicitation must review and comply with the requirements contained in the attached Bid Appendix titled "Cybersecurity Compliance - Digital Accessibility and Cybersecurity Requirements." This appendix establishes minimum cybersecurity, digital accessibility, and identity assurance standards that apply to all technology or digital services provided to the City. Vendors shall submit all required documentation and certifications as outlined in the appendix. Failure to provide the required information may result in the proposal being deemed non-responsive.

### Vendor Compliance Acknowledgment

By submitting a proposal, the Vendor acknowledges that the Appendix has been reviewed and that the proposed solution complies with the requirements described therein.

- Vendor has reviewed the **Cybersecurity and Accessibility Requirements Appendix**.
- Vendor will provide required documentation (VPAT/ACR, security documentation, authentication description, and accessibility testing documentation).
- Vendor certifies compliance with applicable accessibility and cybersecurity standards.

Vendor Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

## SECTION III

### AWARD AND EXECUTION OF CONTRACT

#### 3.01 CONSIDERATION OF BIDS: *(Section 103.01 of the ALDOT Specs)*

Any or all of the following reasons may be deemed by the City, at 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 bidder's qualification or otherwise

After the Proposals are opened and read, the approximate estimated quantity of each item multiplied by the unit price bid for that item, the products calculated, and the gross sums bid obtained in each of the acceptable Proposals, the Contract Bid Prices 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: *(Section 103.02(a) of the ALDOT Specs)*

The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. The award will be made within sixty (60) days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to the Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low Bid. The reviewed financial statement shall contain, at a minimum, a review of financial statements, including performing inquiry and analytical procedures, that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within ten (10) days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

### 3.03 RETURN OF PROPOSAL GUARANTEE: *(Section 103.04 of the ALDOT Specs)*

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: *(Section 103.05 of the ALDOT Specs)*

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: *(Section 103.06 of the ALDOT Specs)*

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: *(Section 103.08 of the ALDOT Specs)*

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: *(Section 103.05 of the ALDOT Specs)*

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 Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on 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 a 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 insured 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 sub-contractor 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 labor, equipment, materials, 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 lump sum bid cost, 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 price or if compensation therefor is not included in the contract 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 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 a 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 prices 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 approval of his Contract until the entire Contract is completed, and shall maintain it in first-class condition for thirty (30) days after completion 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 prices 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 alternative to the Owner's taking over maintenance, all 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 4.11 Erosion Control Policies for City Contracts

### 1. General Requirements.

Soil erosion and sediment control are integral to protecting water quality during construction. Even small contracts and those that do not require environmental permits must still 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) accept 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, checking 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 **throughout the warranty period** of the contract. If additional measures are required to correct problems that 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 for more than thirteen (13) days 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 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 blueprint 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 prices 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 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 defect be 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 any requests for modifications to the Plans and Specifications in writing. 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 substances shall not be used in the Work.

The supply source for each of the materials shall be approved by the Engineer before 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 shall, in all cases, 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 ensure 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 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.

## 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 themselves, their employees, or their 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 rights-of-way 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.

#### 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 ensure 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 to the Fire Department at all times. 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 the names and addresses of persons involved, and the names and addresses of witnesses.

#### 7.10 RIGHTS-OF-WAY:

All rights-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 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 with 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; and
2. All the Work, 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 2 and 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 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.

## 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.

#### 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 ensure 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 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 ensure 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 to 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 to 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 negotiated prices 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 a 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 to 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 to the Contractor. This extension shall be in direct proportion to the total overrun in dollars, as provided above.

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 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, materialmen, 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 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 (20<sup>th</sup>) 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 (20<sup>th</sup>) 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 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 to the Contractor.
2. When Extra Work is authorized to be paid on 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 receipted 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 foreman 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.
- e. 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 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 in 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 POLYVINYL CHLORIDE (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.

## SECTION XI

### GENERAL

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

All pavement, sidewalks, driveways, curbs, gutters, 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 details for the Standard Reinforced Paving Patch.

#### 11.02 MAINTAINING AND RESTORING STREETS:

During construction, all work of keeping streets, alleys, and rights-of-way 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 the pavement until 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, 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 reopening 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 to the Contractor.

#### 11.08 EXISTING ITEMS TO BE SALVAGED OR REMOVED:

Existing signal poles and traffic signal heads or other similar items required to be salvaged shall be so salvaged in a manner 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. Removed signal heads and poles shall be delivered to the Public Works Department at 700 Fox Trail.

Other existing items to be removed shall be removed and disposed of as approved 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 OMITTED

#### 11.10 DIRT SPREAD:

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

#### 11.11 OMITTED

#### 11.12 OMITTED

#### 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.

11.14 FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT:

OMITTED

11.15 INTERCONNECT CABLES:

OMITTED

11.16 REMOVAL OF EXISTING TRAFFIC CONTROL UNIT:

OMITTED

11.17 TRAFFIC SIGNAL POLES:

OMITTED

## SECTION XII

### TRAFFIC SIGNAL PARTIAL REMOVAL AND INSTALLATION

#### 12.01 DESCRIPTION:

This section shall cover the work of furnishing selected equipment and installing the furnished and provided traffic signal equipment 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 730 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

#### 12.02 MATERIALS:

Materials furnished and provided for use shall comply with the appropriate requirements of Division 890 and the requirements shown in the plans. All furnished and provided materials and equipment shall be new and free from defects. Existing equipment shall only be used if shown on the plans to be reused.

#### 12.03 CONSTRUCTION REQUIREMENTS:

All work connected with the installation of pavement markers shall be done in accordance to Article 730.03 in the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*.

#### 12.04 METHOD OF MEASUREMENT:

Partial removal and installation of the traffic signal will be measured and installed as directed and accepted as itemized on the plans. All incidentals not itemized will be accounted for as *Furnishing and Installing Traffic Control Unit* and will be measured by counting each unit installed separately, as provided by the plans or proposal.

#### 12.05 BASIS OF PAYMENT:

If required, partial removal and complete installation of the traffic signals, as measured and noted above, will be paid for at the unit price for all items specified in the plans or proposal. Said contract unit price shall be full compensation for any removal, for complete furnishing and installing the traffic signal, and for all materials, equipment, labor, and incidentals necessary to complete the work.

## 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 of 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 four-inch (4") 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:

If required, partial removal and complete installation of the traffic stripe, as measured and noted above, will be paid for at the unit price for all items specified in the plans or proposal. Said contract unit price shall be full compensation for any removal, for complete furnishing and installing the traffic stripe, and for all materials, equipment, labor, and incidentals necessary to complete the work.

## 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 applications 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 payment will be made for the removal of temporary markings or legends, as such removal is incidental to the Items of Temporary Traffic Control Markings and Temporary Traffic Control Legends.

#### 14.05 BASIS OF PAYMENT:

If required, partial removal and complete installation of the traffic control markings, as measured and noted above, will be paid for at the unit price for all items specified in the plans or proposal. Said contract unit price shall be full compensation for any removal, for complete furnishing and installing the traffic control markings, and for all materials, equipment, 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*.

#### 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 separately counting the number of each class and type of marker provided by the plans or proposal.

#### 15.05 BASIS OF PAYMENT:

If required, partial removal and complete installation of the pavement markers, as measured and noted above, will be paid for at the unit price for all items specified in the plans or proposal. Said contract unit price shall be full compensation for any removal, for complete furnishing and installing the pavement markers, 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:

### **Waverly Parkway and Dunlop Drive Intersection Improvements**

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 percentage of the construction completed in place.

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 within **one hundred twenty (120)** consecutive calendar days from and after the date stated in said notice.

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.:

**Waverly Parkway at Dunlop Drive Intersection Improvements  
SCHEDULE OF VALUES**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	Unit Price	Quantity	Extension
777A-010	INDIRECT COST (MAY BE USED FOR NON-COVERED LINE ITEMS AS SPECIFIED BY THE ENGINEER)	LUMP SUM	\$ 1.00	20000	\$ 20,000.00
201A-002	CLEARING & GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (LESS THAN 1 ACRE)	LUMP SUM		1	\$ -
206C-010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD		300	\$ -
206D-000	REMOVING PIPE	LINEAR FOOT		135	\$ -
206D-002	REMOVING CURB	LINEAR FOOT		650	\$ -
206D-003	REMOVING CURB AND GUTTER	LINEAR FOOT		20	\$ -
2E+002	REMOVING HEADWALLS	EACH		4	\$ -
209A-000	MAILBOX RESET, SINGLE	EACH		6	\$ -
210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD		630	\$ -
210D-021	BORROW EXCAVATION (LOOSE TRUCK BED MEASUREMENT) (A-4 OR BETTER)	CUBIC YARD		1020	\$ -
214A-000	STRUCTURE EXCAVATION	CUBIC YARD		450	\$ -
214B-001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD		155	\$ -
305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON		435	\$ -
401A-000	BITUMINOUS TREATMENT A	SQUARE YARD		65	\$ -
40SA-000	TACK COAT	GALLON		5	\$ -
408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD		420	\$ -
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON		40	\$ -
424B-684	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON		55	\$ -
450A-000	PLAIN CEMENT CONCRETE PAVEMENT, 8 INCHES THICK	SQUARE YARD		675	\$ -
S30B-001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	LINEAR FOOT		80	\$ -
S33B-098	22" SPAN, 14" RISE STORM SEWER PIPE (CLASS 3 R.C.)	LINEAR FOOT		430	\$ -
S35A-078	15" SIDE DRAINPIPE (CLASS 3 R.C.)	LINEAR FOOT		75	\$ -
600A-000	MOBILIZATION	LUMP SUM		1	\$ -
610A-004	LOOSE RIPRAP, CLASS 2, 24" THICK	SQUARE YARD		30	\$ -
610D-003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD		130	\$ -
614A-000	SLOPE PAVING	CUBIC YARD		1	\$ -
618A-000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD		635	\$ -
618B-002	CONCRETE DRIVEWAY, 6" THICK	SQUARE YARD		270	\$ -
618D-000	CURB RAMP	SQUARE YARD		60	\$ -
619A-100	15" SIDE DRAINPIPE END TREATMENT, CLASS 1	EACH		6	\$ -
619B 016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1	EACH		2	\$ -
621C-008	INLETS, TYPE E	EACH		2	\$ -
621C-015	INLETS, TYPE S1 OR S3 (1 WING)	EACH		3	\$ -
621C-027	INLETS, TYPE C	EACH		1	\$ -
622A-002	MANHOLE COVERS RESET (SANITARY)	EACH		1	\$ -
623A-000	CONCRETE GUTTER	LINEAR FOOT		160	\$ -
623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT		1100	\$ -
641A-684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT		250	\$ -
641A-688	12 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT		10	\$ -
641C-500	DUCTILE IRON FITTINGS	POUND		1500	\$ -
641D-500	FIRE HYDRANT	EACH		1	\$ -
641J-516	6 INCH GATE VALVE WITH BOX	EACH		1	\$ -
641J-518	8 INCH GATE VALVE WITH BOX	EACH		4	\$ -
641J-522	12 INCH GATE VALVE WITH BOX	EACH		1	\$ -
641M-514	8 INCH RETAINER GLAND	EACH		36	\$ -
641M-518	12 INCH RETAINER GLAND	EACH		8	\$ -
641N-520	8 INCH X 6 INCH ANCHOR TEE	EACH		1	\$ -
641Q-510	3/4 INCH WATER METER AND BOX SET	EACH		2	\$ -
650A-000	TOPSOIL	CUBIC YARD		180	\$ -
654A-000	SOLID SODDING	SQUARE YARD		1600	\$ -
659C-001	EROSION CONTROL PRODUCT, TYPE S3	SQUARE YARD		380	\$ -
659C-007	EROSION CONTROL PRODUCT, TYPE C8	SQUARE YARD		40	\$ -
665A-000	TEMPORARY SEEDING	ACRE		5	\$ -

665B-001	TEMPORARY MULCHING	TON		15	\$ -	
66SJ-002	SILT FENCE	LINEAR FOOT		750	\$ -	
66SN-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	TON		75	\$ -	
6650-001	SILT FENCE REMOVAL	LINEAR FOOT		750	\$ -	
665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH		6	\$ -	
665Q-002	WATTLE	LINEAR FOOT		20	\$ -	
674A-000	CONSTRUCTION SAFETY FENCE	LINEAR FOOT		200	\$ -	
680A-001	GEOMETRIC CONTROLS	LUMP SUM		1	\$ -	
701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT		105	\$ -	
701C-001	SOLID TEMPORARY TRAFFIC STRIPE	MILE		1	\$ -	
701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT		390	\$ -	
701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT		1710	\$ -	
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT		880	\$ -	
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT		45	\$ -	
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT		380	\$ -	
70SA-013	PAVEMENT MARKERS, CLASS C, TYPE 2-A	EACH		80	\$ -	
705A-023	PAVEMENT MARKERS, CLASS C, TYPE 2-D	EACH		40	\$ -	
705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	EACH		50	\$ -	
705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH		10	\$ -	
703A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH		45	\$ -	
710A-164	CLASS 10, ALUMINUM FLAT SIGN PANELS (TYPE XI BACKGROUND, FLOURESCENT)	SQUARE FOOT		25	\$ -	
710A-171	CLASS 4, ALUMINUM FLAT SIGN PANELS (TYPE IV BACKGROUND)	SQUARE FOOT		15	\$ -	
710B-021	ROADWAY SIGNPOST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	LINEAR FOOT		85	\$ -	
710C-000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM		1	\$ -	
711A-000	ROADWAY SIGN RELOCATION	LUMP SUM		1	\$ -	
730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (WAVERLY PARKWAY AY DUNLOP DRIVE)	LUMP SUM		1	\$ -	
7E+002	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH		3	\$ -	
730F-000	METAL TRAFFIC SIGNAL POLE WITH 45' MAST ARM ASSEMBLY	EACH		2	\$ -	
730F-001	METAL TRAFFIC SIGNAL POLE WITH 60' & 60' MAST ARM ASSEMBLY	EACH		1	\$ -	
730K-001	TRAFFIC SIGNAL JUNCTION BOX TYPE S1	EACH		3	\$ -	
730K-002	TRAFFIC SIGNAL JUNCTION BOX TYPE S2	EACH		4	\$ -	
730L-003	1", NON-METALLIC, CONDUIT	LINEAR FOOT		60	\$ -	
730L-005	2", NON-METALLIC, CONDUIT	LINEAR FOOT		130	\$ -	
730P-022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH		8	\$ -	
730P-023	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	EACH		3	\$ -	
730R-041	CONTROLLER ASSEMBLY, TYPE NEMA, 16 CHANNELS (SUPER P CABINET)	EACH		1	\$ -	
730T-010	ELECTRICAL POWER SERVICE ASSEMBLY WITHOUT WOOD POLE	EACH		1	\$ -	
730U-015	VIDEO DETECTION SYSTEM	LUMP SUM		1	\$ -	
730Y-620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
730Y-621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
730Y-622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
730Y-623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
730Y-624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
730Y-625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES	LUMP SUM		1	\$ -	
740B-000	CONSTRUCTION SIGNS	SQUARE FOOT		540	\$ -	
740D-000	CHANNELIZING DRUMS	EACH		200	\$ -	
7E+002	CONES (36 INCHES HIGH)	EACH		50	\$ -	
740F-002	BARRICADES, TYPE III	EACH		4	\$ -	
742A-001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH		2	\$ -	
7S6A-028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE S INSTALLATION	LINEAR FOOT		255	\$ -	
N/A	CONCRETE VALVE MARKERS	EACH		2	\$ -	
N/A	UNDERGROUND UTILITY MARKERS	EACH		15	\$ -	
					BID TOTAL	

Item numbers correspond to Alabama Department of Transportation  
Standard Specifications for Highway Construction, 2022 Edition

ALL ITEMS SHALL BE CONSIDERED IN PLACE. PRICES SHALL INCLUDE ALL LABOR,  
EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE  
REQUIRED WORK.

COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**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

**Waverly Parkway and Dunlop Drive Intersection Improvements**

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternative;
- 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; 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:

### **Waverly Parkway and Dunlop Drive Intersection Improvements**

- 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 within **one hundred twenty (120)** consecutive calendar days from and after said date.
- 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 (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 **\$650.00** 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.

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 \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_) 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  
2017, a copy of which is hereto attached and made a part hereof for the performance of:

**Waverly Parkway and Dunlop Drive Intersection Improvements**

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: \_\_\_\_\_  
(SURETY)

EXHIBIT A

**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:

**Waverly Parkway and Dunlop Drive Intersection Improvements**

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:

-----

By: -----

-----

-----

Countersigned:

-----

\_\_\_\_\_  
(Resident Agent)

-----

BONDING COMPANY: -----

ADDRESS: -----

-----

-----  
COMPANY

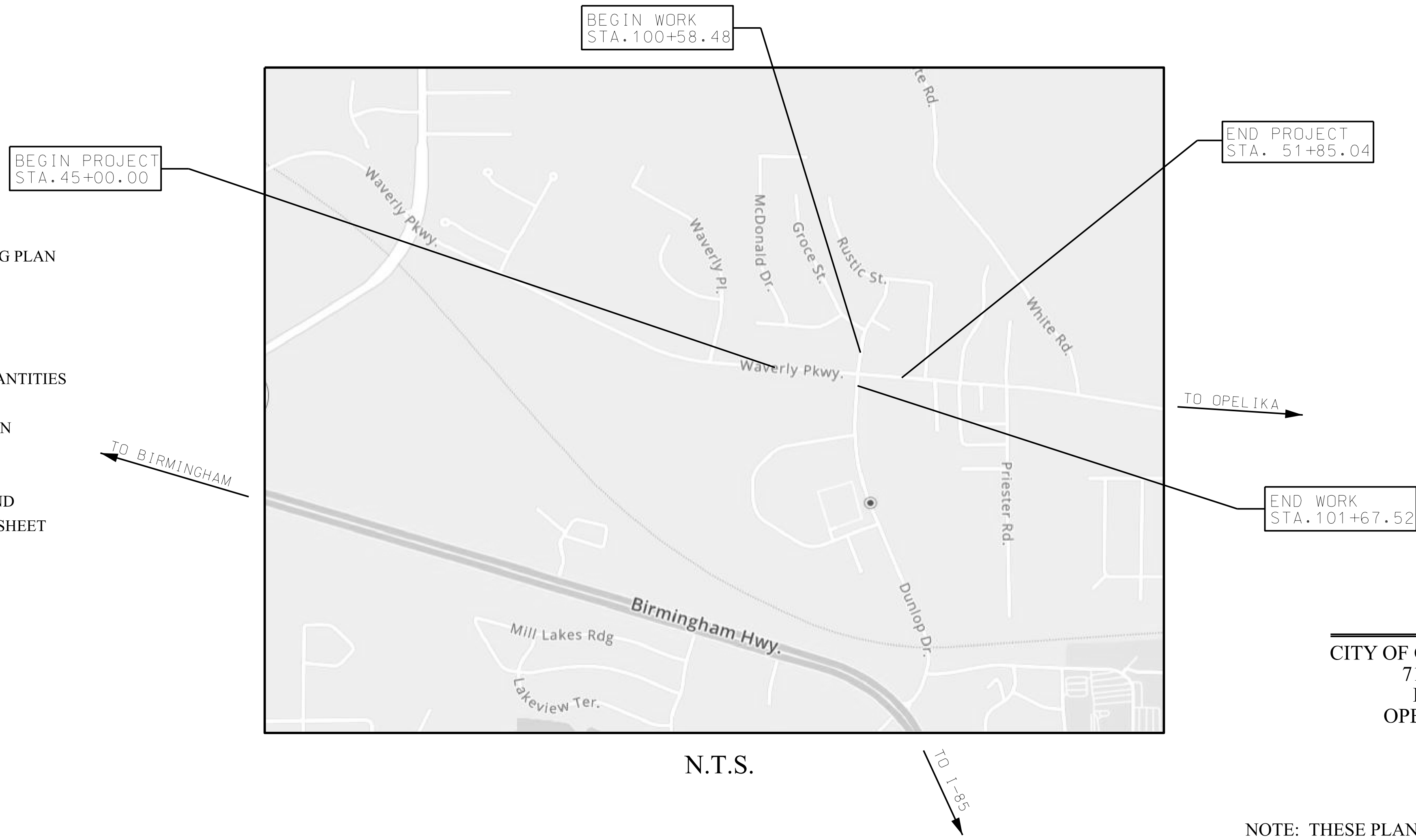
-----  
ADDRESS

# WAVERLY PARKWAY AT DUNLOP DRIVE INTERSECTION IMPROVEMENTS

OPELIKA, AL  
LEE COUNTY  
CITY OF OPELIKA

## INDEX TO PLAN SHEETS

SHEET NO	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO STANDARD DRAWINGS
1B	PLANS LEGEND SHEET
1C-1D	GEOMETRIC CONTROL PLAN
2-2A	TYPICAL SECTIONS
2B	PROJECT NOTES
2C	TRAFFIC CONTROL PLAN NOTES
2D	TRAFFIC SIGNAL NOTES
3	SUMMARY OF QUANTITIES
4	PLAN SHEET
4A	PROFILE SHEET
4B	DRIVEWAY PROFILES
5	PAVING LAYOUT, SIGNING AND STRIPING PLAN
6	OMIT
7	UTILITY SHEET
8	TRAFFIC SIGNAL AND ITS LEGEND
9	TRAFFIC SIGNAL LAYOUT
10	TRAFFIC CONTROL SEQUENCE AND QUANTITIES
11-11A	TRAFFIC CONTROL PLAN - PHASE 2
11B	TRAFFIC CONTROL PLAN - DETOUR PLAN
12-12B	TRAFFIC CONTROL PLAN - PHASE 3
13-13B	TRAFFIC CONTROL PLAN DETAILS
14	EROSION & SEDIMENT CONTROL LEGEND
15	EROSION & SEDIMENT CONTROL PLAN SHEET
16	OMIT
17	DRAINAGE PROFILES
18-22	CROSS SECTIONS
WM-01 - WM-02	WATER MAIN RELOCATION



OWNER  
CITY OF OPELIKA, ALABAMA  
710 FOX TRAIL  
P.O. BOX 390  
OPELIKA, AL 36801

NOTE: THESE PLANS HAVE BEEN PREPARED TO CONFORM WITH ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2026 EDITION.

**FOR CONSTRUCTION**



NO	REVISIONS DESCRIPTION	BY	CKD	DATE

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Phone: (205) 940-6420  
Website: www.sain.com

**SAIN ASSOCIATES**

DRAWING NAME  
TITLE SHEET  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	N.T.S
PROJ. MGR.	DATE
NC	04-14-26

SHEET NO.  
1



# PLANS LEGEND SHEET

## ROADWAY

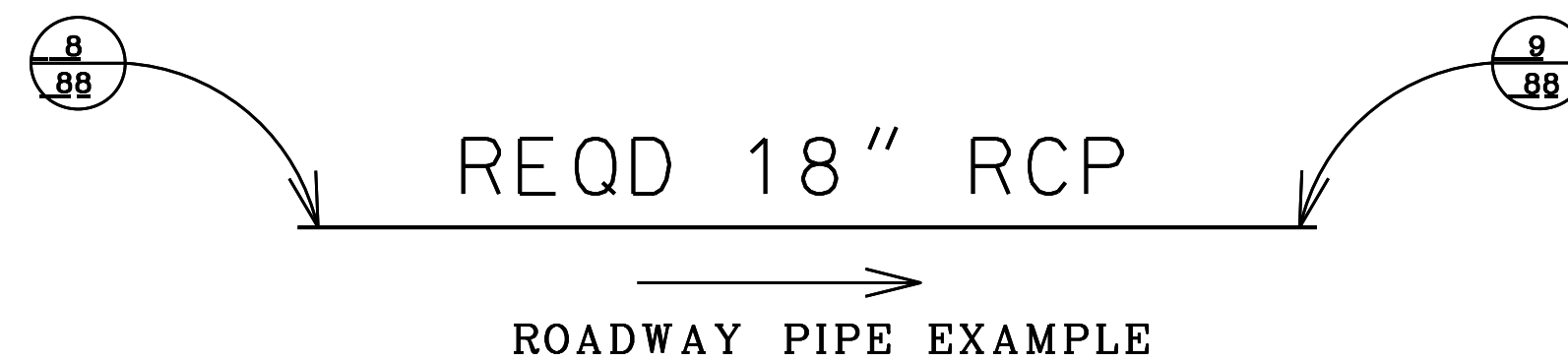
CENTER LINE .....	
STATE BOUNDARY LINE .....	
COUNTY BOUNDARY LINE .....	
CITY OR TOWN LIMITS .....	
SECTION LINES .....	
QUARTER-SECTION LINES .....	
RANGE-TOWNSHIP LINES .....	
PROPERTY LINES .....	
PRESENT ROW .....	
ACQUIRED ROW .....	
DENIED ACCESS .....	
REQUIRED FENCE .....	
CONSTRUCTION LIMITS .....	
CLEARING LIMITS .....	
RAILROAD .....	
EXISTING WOOD FENCE .....	
EXISTING BARBED WIRE FENCE .....	
EXISTING CHAIN LINK FENCE .....	
EXISTING ELECTRIC FENCE .....	
EXISTING HOG WIRE FENCE .....	
TREES .....	
WOODS LINE .....	
MARSH .....	
EXISTING DITCH .....	
REQUIRED DITCH.....	
GRAVEL ROAD .....	
EXISTING GUARDRAIL .....	
REQUIRED GUARDRAIL .....	
SATELLITE DISH .....	
TRAFFIC LIGHT .....	
BENCH MARK .....	
SURVEY POINT .....	
ENVIRONMENTAL CLEARED LIMITS .....	

55+00

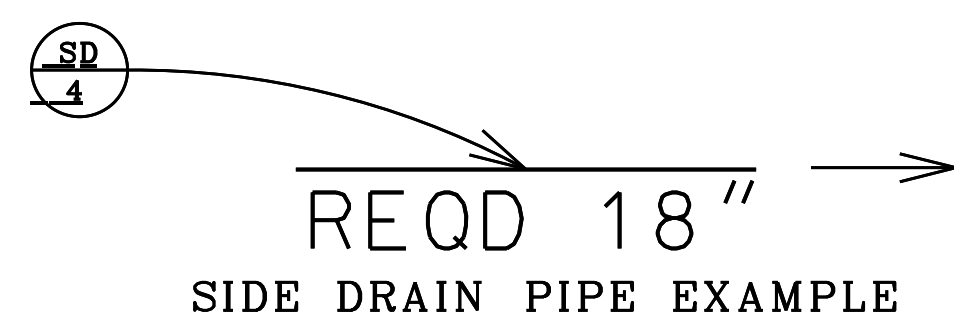
EXISTING PIPE .....	
REQUIRED PIPE (WITH PIPE END TREATMENT).....	
REQUIRED PIPE END TREATMENT.....	
EXISTING BOX CULVERT .....	
REQUIRED BOX CULVERT .....	
EXTENDED CULVERT .....	
DROP INLET OR JUNCTION BOX (SEE PLANS DESCRIPTION ).....	
BRIDGE .....	
PIPE CULVERT (ELEVATION VIEW) ....	
BOX CULVERT (ELEVATION VIEW) ....	

## DRAINAGE STRUCTURE INDEX NUMBERS

DRAINAGE STRUCTURE WRITE-UPS ARE LOCATED ON THE DRAINAGE CROSS-SECTION SHEETS. STRUCTURES WITH WRITE-UPS ARE INDEXED AT EACH END, WITH NUMBERS ASSIGNED BY DIRECTION OF FLOW. THE NUMBER IN THE UPPER HALF OF THE CIRCLE (EXAMPLE 8 OR 9) IS THE DRAINAGE STRUCTURE INDEX NUMBER. THE NUMBER IN THE LOWER HALF (EXAMPLE 88) IS THE SHEET REFERENCE NUMBER.



ALL INFORMATION CONCERNING THE DISPOSITION OF SIDE DRAIN PIPE IS SHOWN ON THE SUMMARY OF QUANTITIES BOX SHEET. THE TOP LETTERS (SD) ARE FOR SIDE DRAIN AND THE BOTTOM NUMBER IS THE DRAINAGE STRUCTURE INDEX NUMBER.



DIRECTION OF FLOW .....

## UTILITIES

POWER POLE .....	
LIGHT POLE .....	
TELEPHONE POLE .....	
ANCHOR .....	
STUB (POWER) .....	
STUB (TELEPHONE) .....	
ELECTRIC DUCT .....	
BURIED ELECTRIC CABLE .....	
OVERHEAD ELECTRIC CABLE .....	
ELECTRIC MANHOLE .....	
TOWER .....	
TELEPHONE PEDESTAL .....	
TELEPHONE DUCT .....	
BURIED TELEPHONE CABLE .....	
OVERHEAD TELEPHONE CABLE .....	
TELEPHONE MANHOLE .....	
SANITARY SEWER .....	
WATER LINE .....	
WATER MAIN .....	
WATER VALVE .....	
FIRE HYDRANT .....	
WATER METER .....	
GAS LINE .....	
GAS MAIN .....	
GAS VALVE .....	
GAS REGULATOR .....	
BURIED CABLE TELEVISION.....	
OVERHEAD CABLE TELEVISION.....	

EXISTING	PROPOSED

EXISTING PAVEMENT (RETAIN).....	
EXISTING PAVEMENT (REMOVE).....	
EXISTING PAVEMENT (RETAIN AND OVERLAY).....	
CONCRETE (EXISTING OR REQUIRED).....	
EXISTING CONCRETE (REMOVE).....	
RIP RAP (EXISTING OR REQUIRED).....	



NO	REVISIONS	DESCRIPTION	BY	CHK	DATE

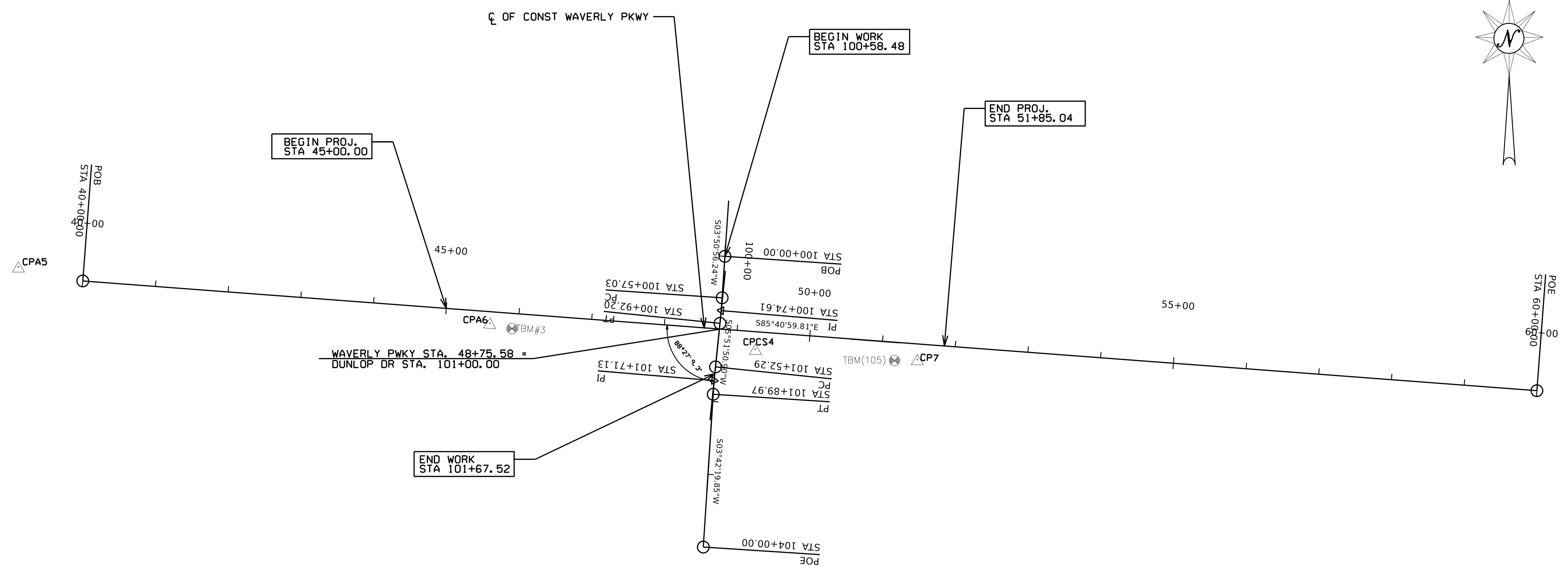
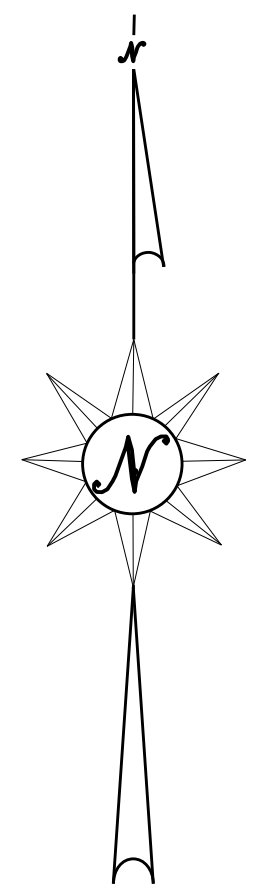
Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Phone: (205) 940-6420  
Website: www.sain.com

# SAIN ASSOCIATES

DRAWING NAME: PLANS LEGEND  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	EW	JOB NO.	23-0375
CKD. BY	RH	SCALE	N.T.S
PROJ. MGR.	NC	DATE	04-14-26

SHEET NO.  
**1B**



**Alignment Name:** CI Construction (WAVERLY PKWY)  
**Alignment Description:**  
**Alignment Style:** Alignment\Centerline\CI Construction

	Station	Northing	Easting
Element: Linear			
START ( )	40+00.000	782024.069	784934.246
END ( )	60+00.000	781873.529	786928.573
Tangential Direction:	S85.683°E		
Tangential Length:	2000.000		

POINT NO.	N	E	ELEV.	DESCRIPTION	STATION	OFFSET
CPA5	782,065.220	784,605.580	777.48	REBAR & CAP		
CPA6	781,968.656	785,414.158	802.19	REBAR & CAP	44+82.71	19.07 RT
TBM#3	781,959.319	785,451.826	802.97	SQUARE CUT IN CONCRETE	45+20.99	25.61 RT
CPCS4	781,923.983	785,869.091	812.46	NAIL	49+39.73	29.44 RT
TBM(105)	781,904.61	786,107.58	812.68		51+78.99	30.80 RT
CP7	781,906.185	786,146.675	813.56	REBAR & CAP	52+17.85	26.22 RT

NOTE: POINT COORDINATES ARE BASED ON THE HORIZONTAL DATUM-NAD 83/2011 (HPGN) ALABAMA STATE PLANE, WEST ZONE, VERTICAL DATUM-NAVD88/GEOID09, AND US SURVEY FOOT UNIT OF MEASURE. A COMBINED AVERAGE SCALE FACTOR OF 0.99996 HAS BEEN CALCULATED USING THIS DATUM.

NO	REVISIONS	DESCRIPTION	BY	DATE

**SAIN ASSOCIATES**

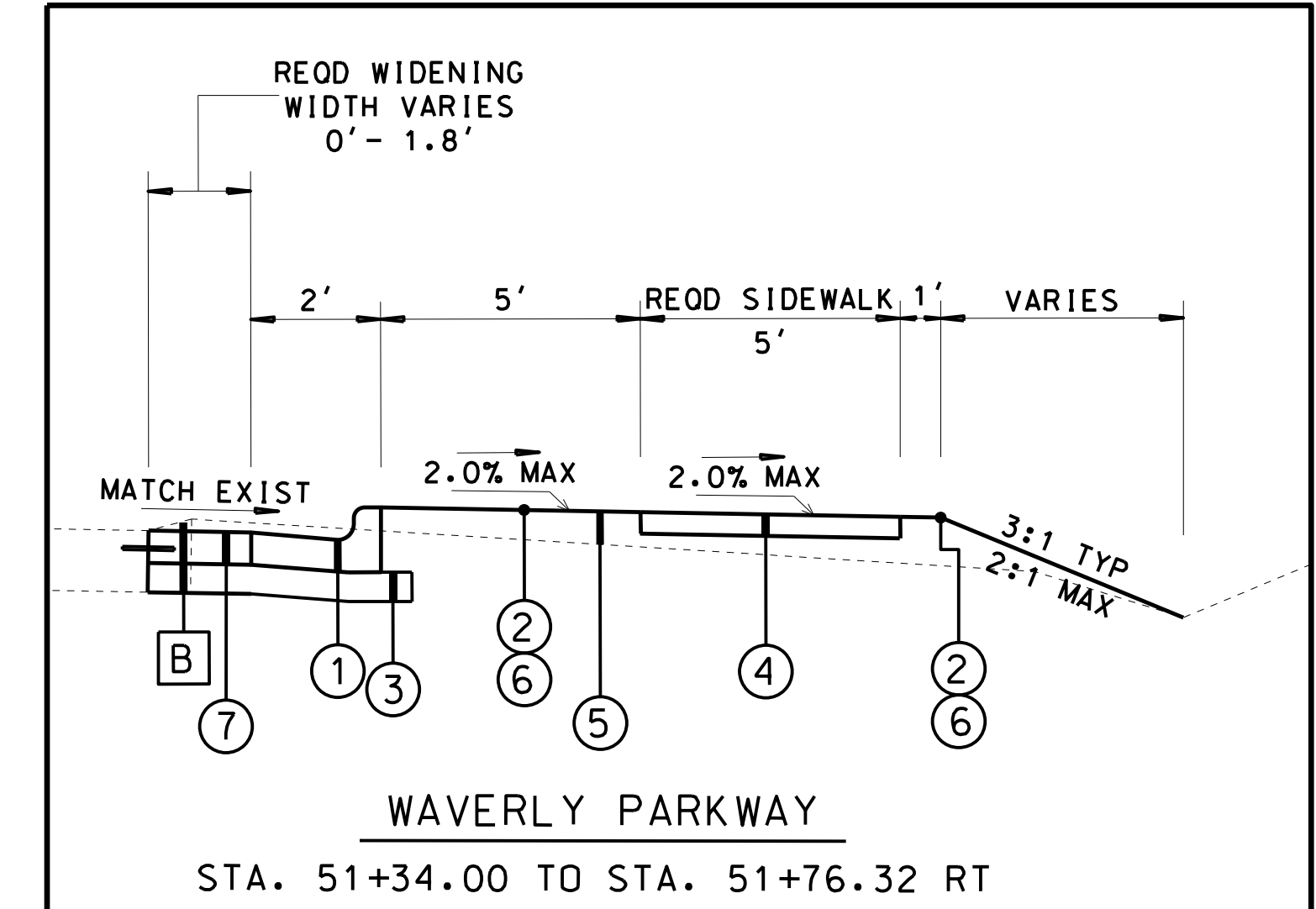
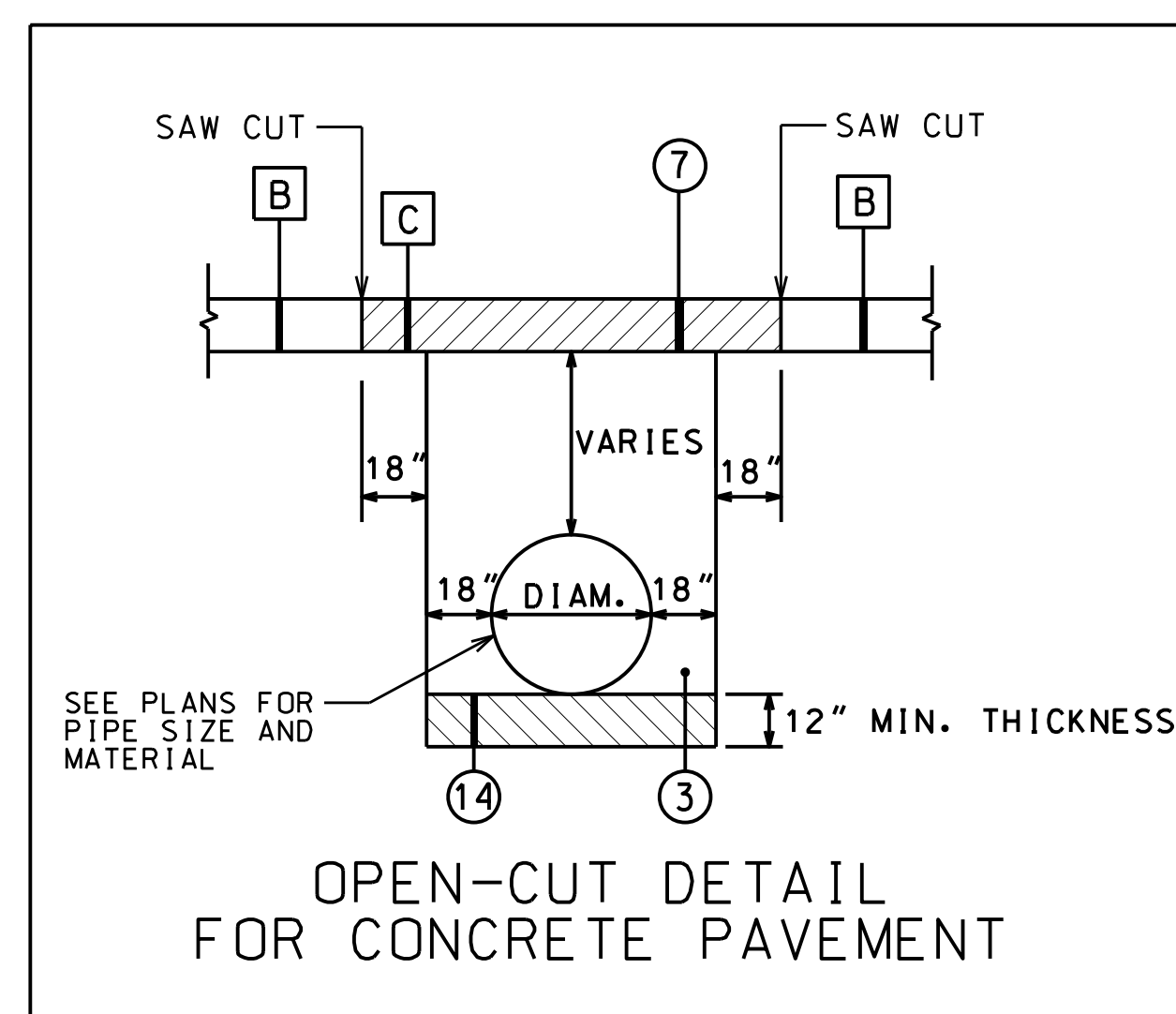
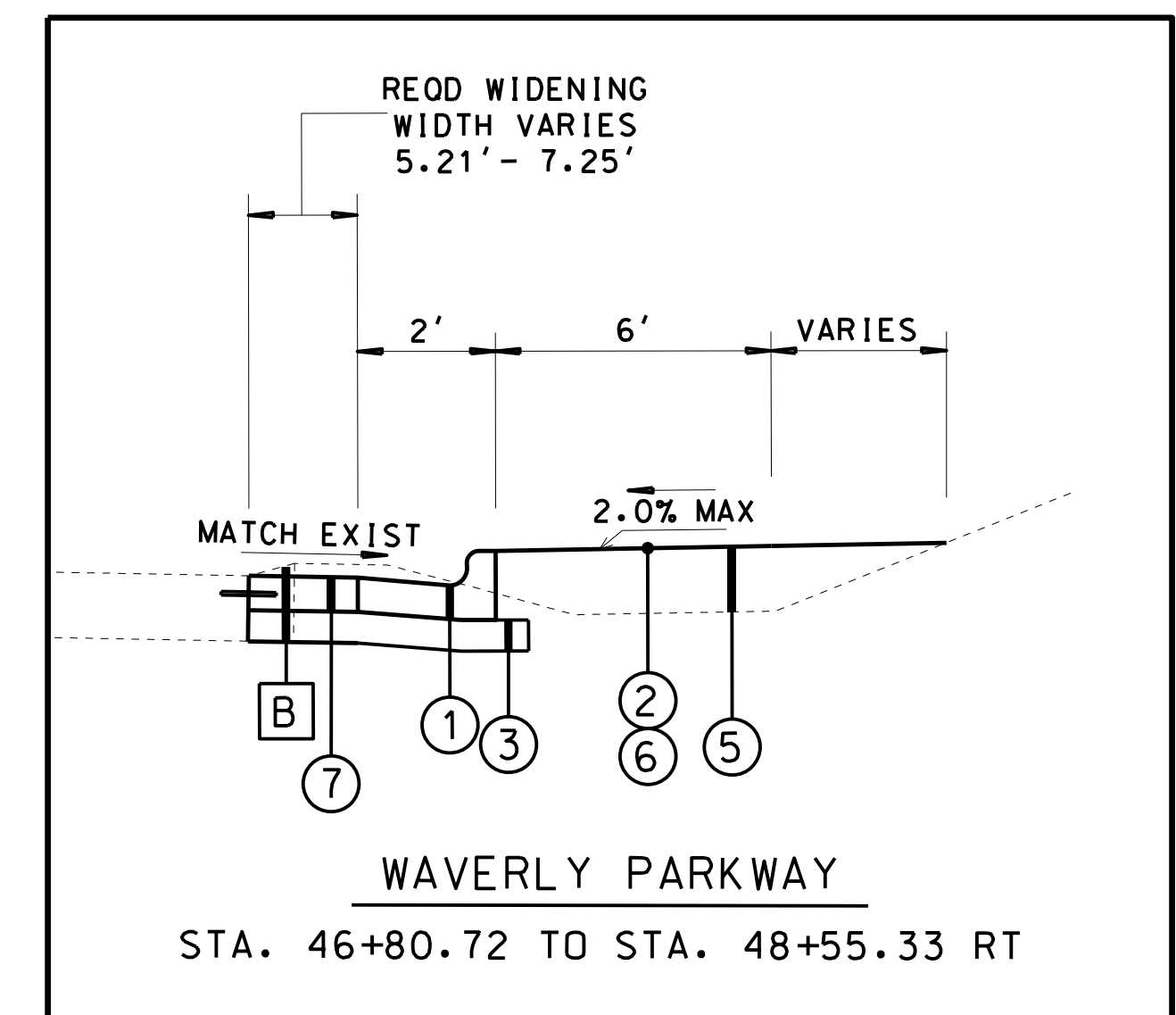
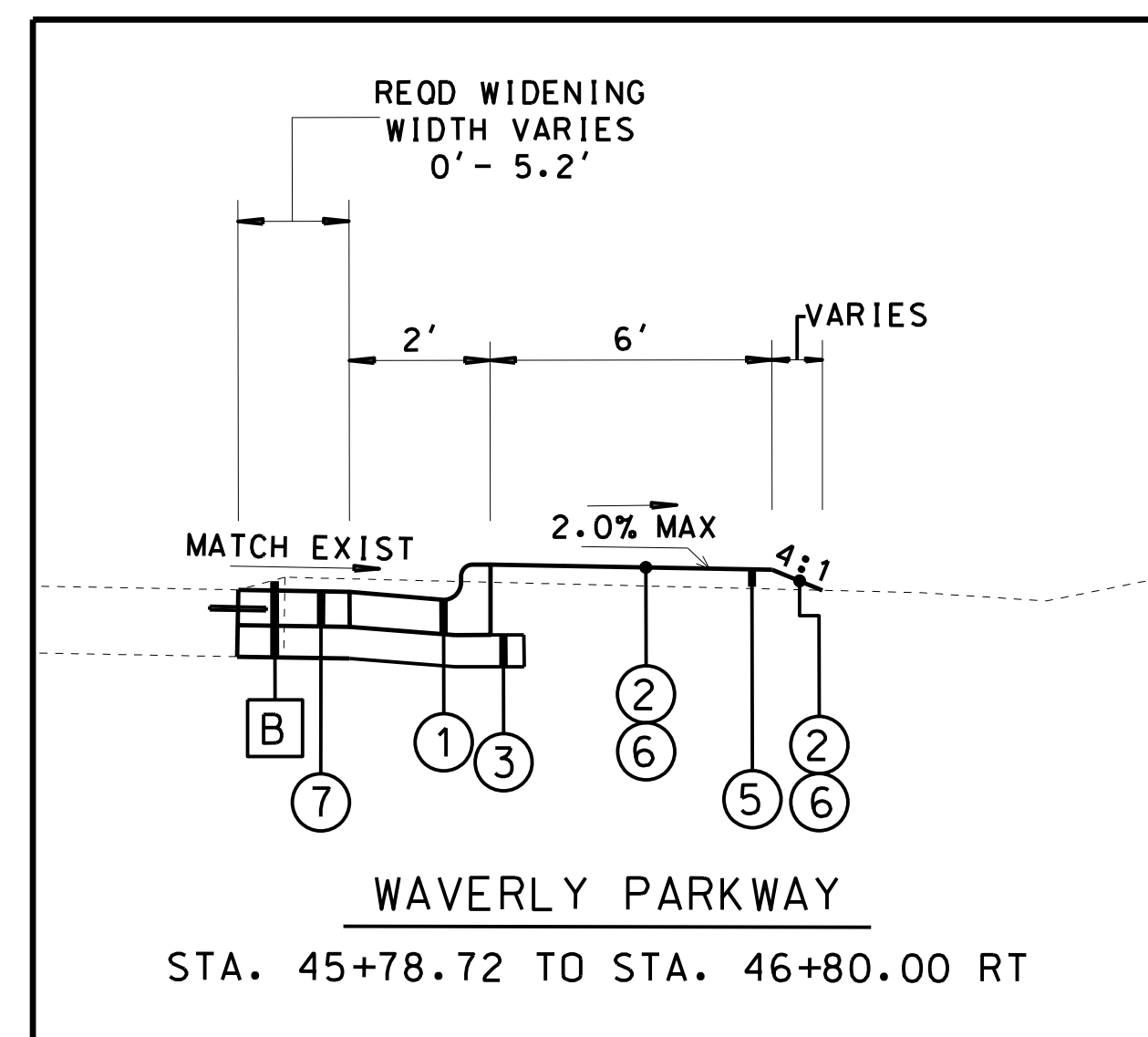
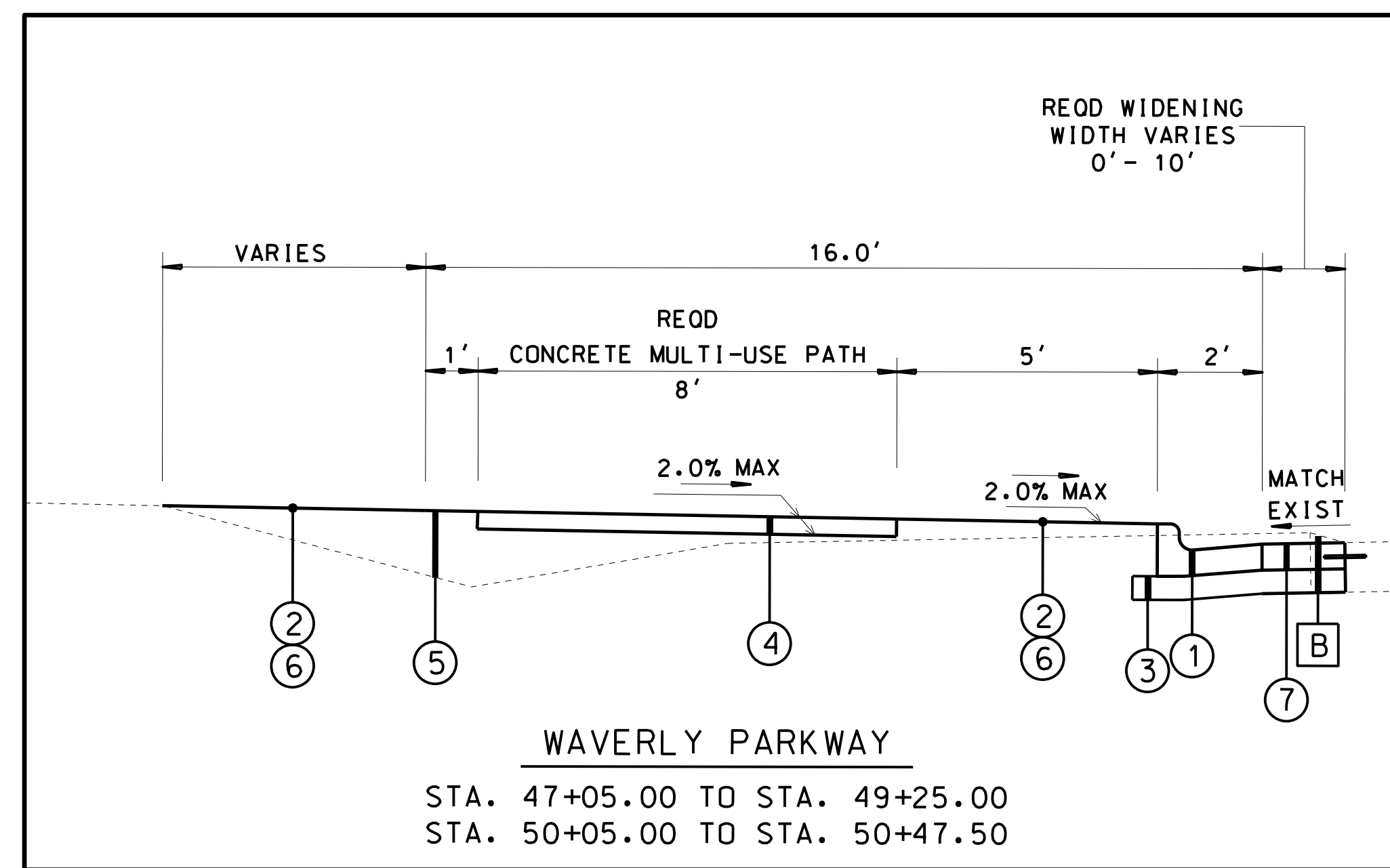
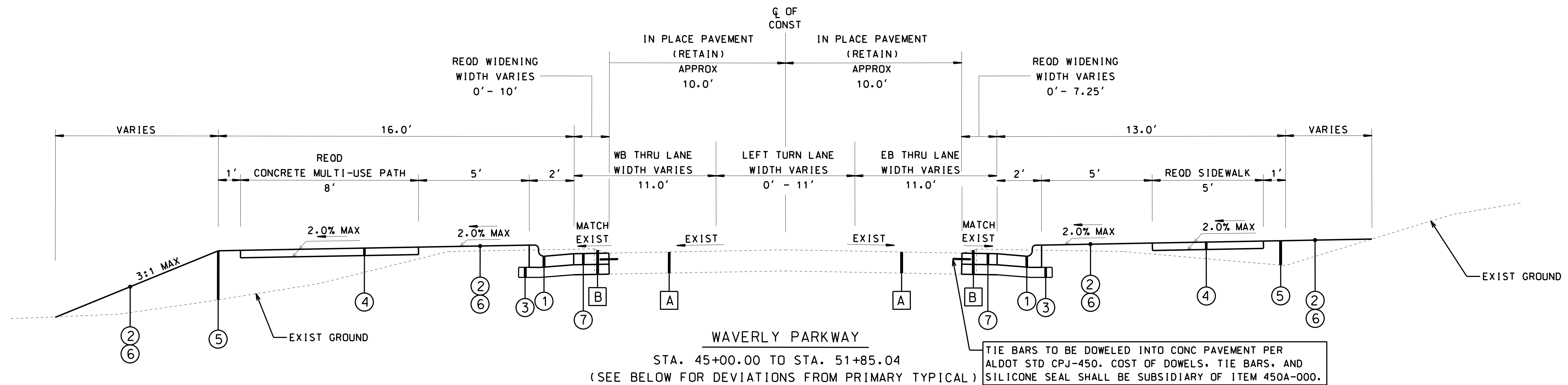
Two Perimeter Park South  
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 Birmingham, Alabama 35243  
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 Website: www.sain.com

**DRAWING NAME**  
 GEOMETRIC CONTROL PLAN  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY EW	JOB NO. 23-0375
CKD. BY RH	SCALE 1" = 100'
PROJ. MGR. NC	DATE 04-14-26

SHEET NO.  
1C





LEGEND OF REQUIRED & IN PLACE MATERIAL		
LEGEND	REQUIRED ITEM NO.	DESCRIPTION
①	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
②	650A-000	TOPSOIL, 4" THICKNESS
③	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS FOR MISC USE (6" COMPACTED THICKNESS)
④	618A-000	CONCRETE SIDEWALK, 4" THICK
⑤	210A-000 OR 210D-021	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A4 OR BETTER)
⑥	654A-000	SOLID SODDING
⑦	450A-000	PLAIN CEMENT CONCRETE PAVEMENT, 8" THICK
⑰	214B-001	FOUNDATION BACKFILL, COMMERCIAL
A		IN PLACE CONCRETE PAVEMENT (RETAIN)
B		IN PLACE CURB (REMOVE)
C		IN PLACE CONCRETE PAVEMENT (REMOVE)

NO	REVISIONS DESCRIPTION	BY	DATE

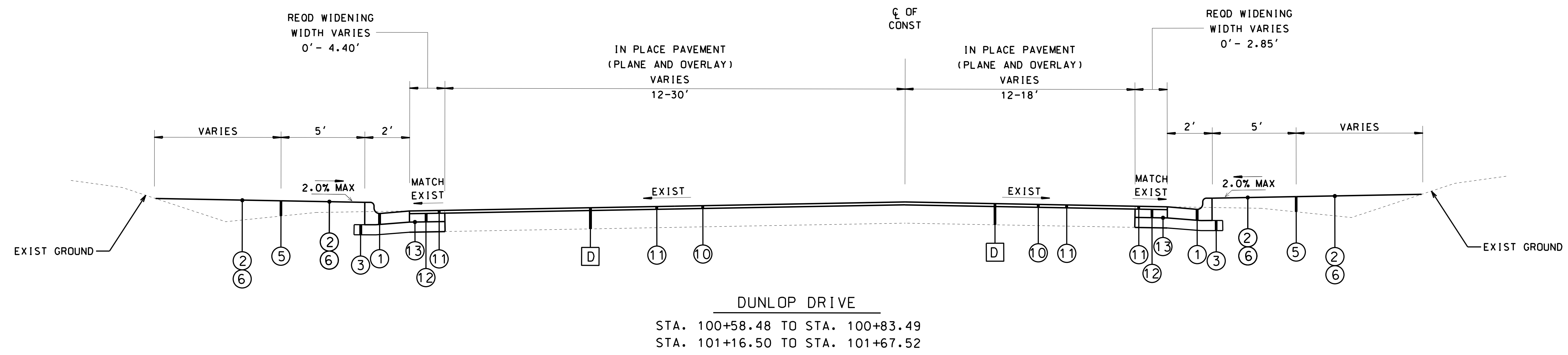
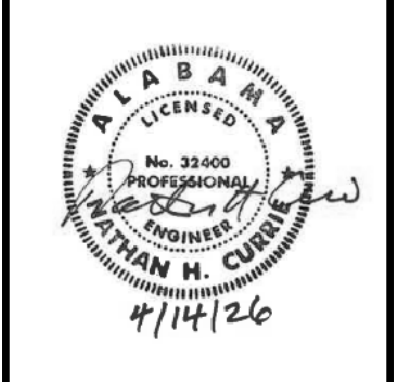
Two Perimeter Park South  
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 Website: www.sain.com

**SAIN ASSOCIATES**

DRAWING NAME: TYPICAL SECTIONS  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR: CITY OF OPELIKA, ALABAMA

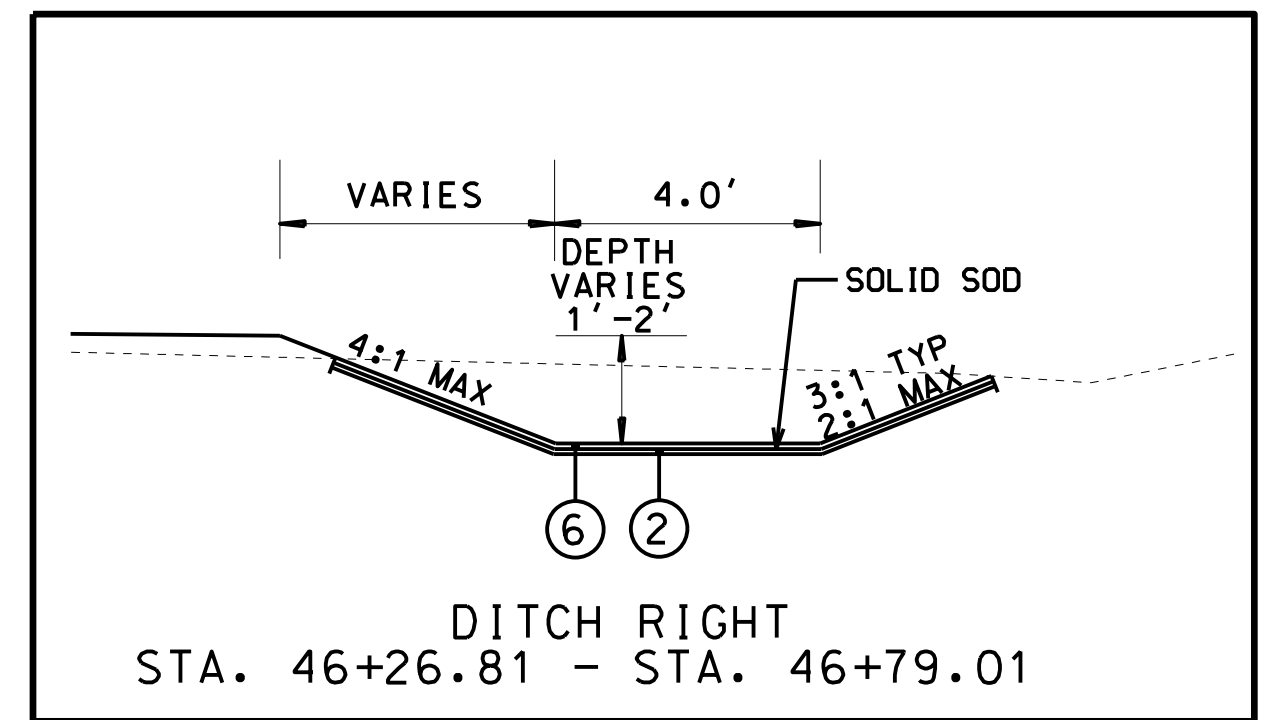
DRN. BY	EW	JOB NO.	23-0375
CKD. BY	RH	SCALE	N.T.S.
PROJ. MGR.	NC	DATE	04-14-26

SHEET NO. 2

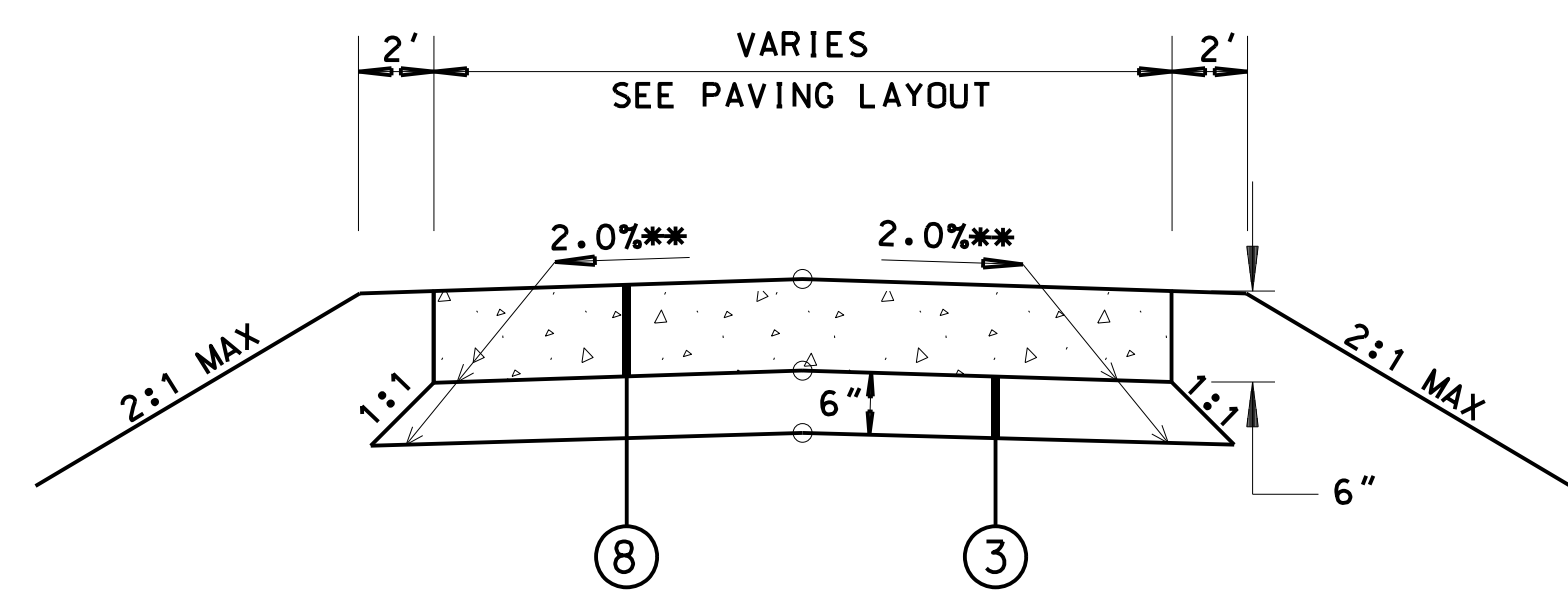


**DUNLOP DRIVE**

STA. 100+58.48 TO STA. 100+83.49  
 STA. 101+16.50 TO STA. 101+67.52

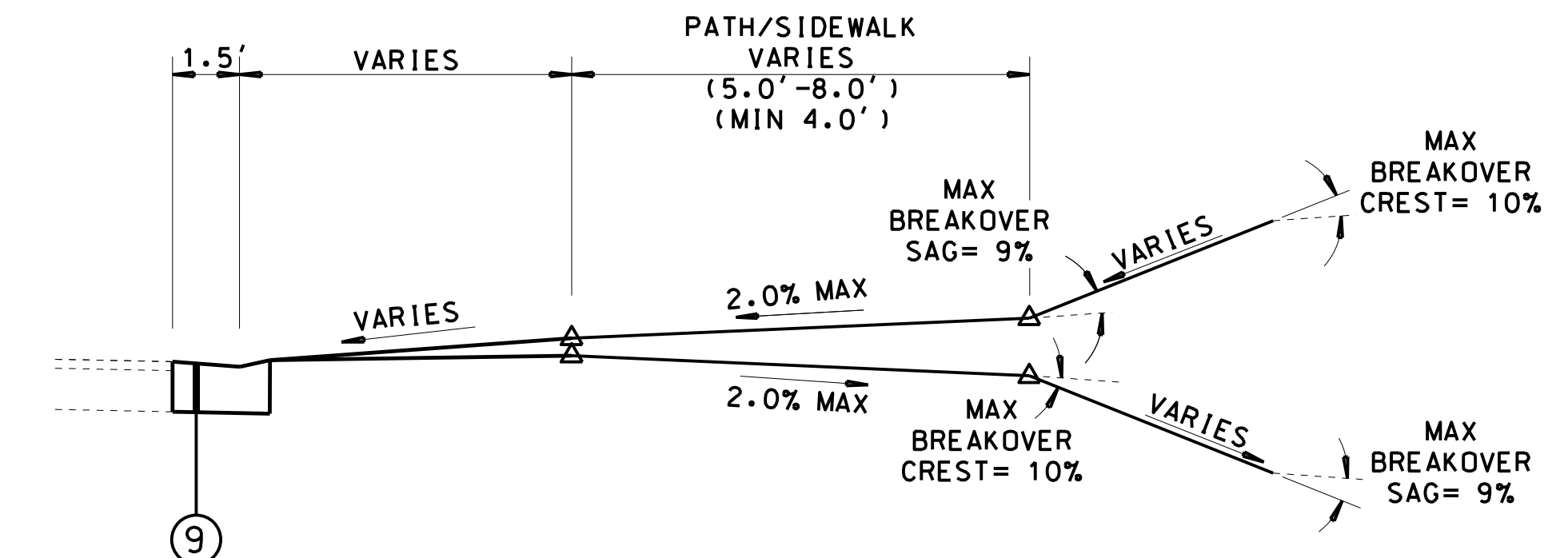


**DITCH RIGHT**  
 STA. 46+26.81 - STA. 46+79.01



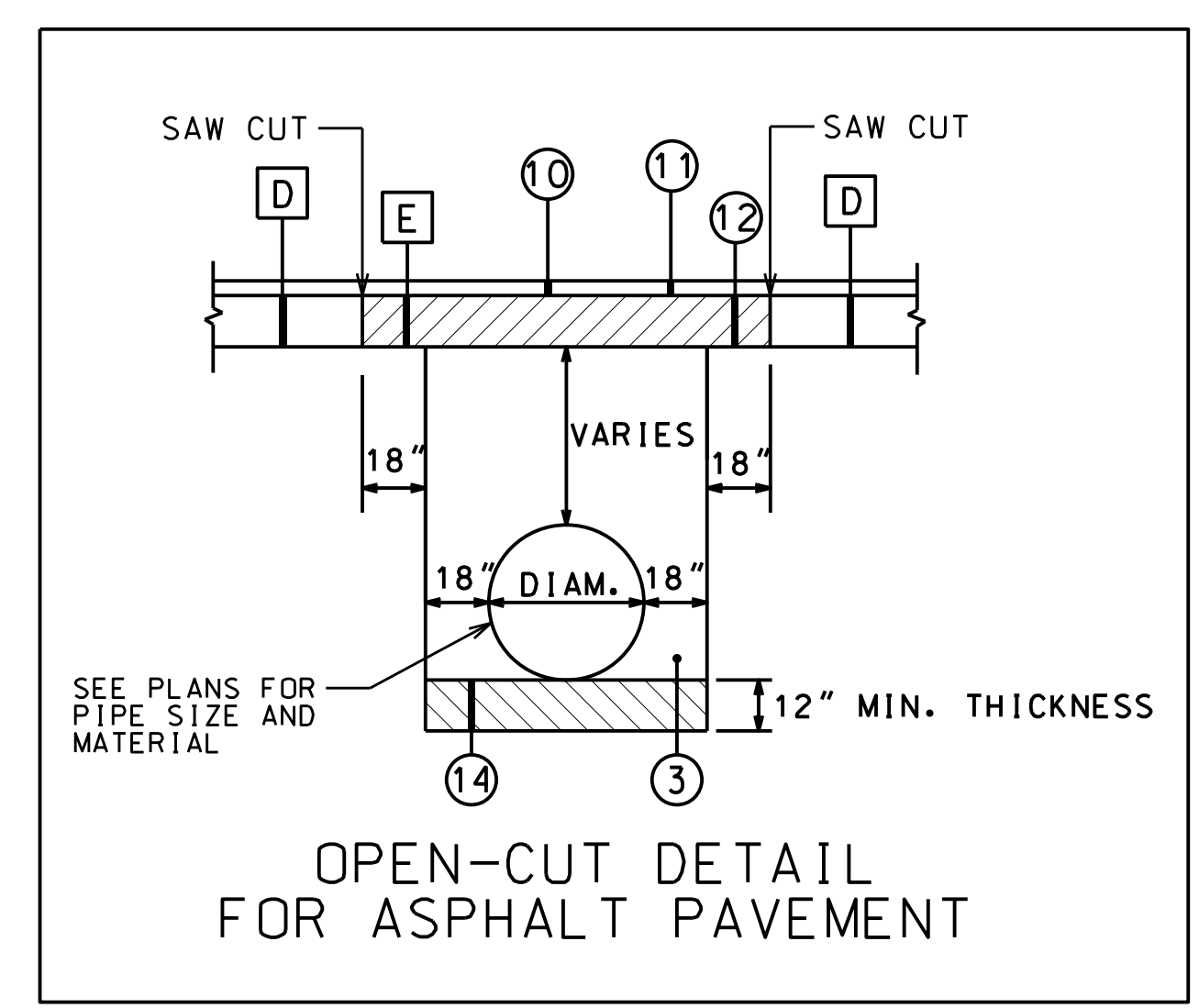
**TYPICAL SECTION FOR CONCRETE DRIVE**

\*\* IF NO CROWN IS IN PLACE, MATCH EXISTING CROSS SLOPE  
 REF. PAVING LAYOUT SHEETS FOR LOCATIONS ALL DRIVEWAYS TO BE CONCRETE THROUGH TIE POINT



**DRIVEWAY TYPICAL SECTION**

LEGEND OF REQUIRED & IN PLACE MATERIAL		
LEGEND	REQUIRED ITEM NO.	DESCRIPTION
①	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
②	650A-000	TOPSOIL, 4" THICKNESS
③	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS FOR MISC USE (6" COMPACTED THICKNESS)
⑤	210A-000 OR 210D-021	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A4 OR BETTER)
⑥	654A-000	SOLID SODDING
⑧	618B-002	CONCRETE DRIVEWAY, 6" THICK
⑨	623A-000	CONCRETE GUTTER
⑩	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.5" THICK)
⑪	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)
⑫	424B-684	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (605 LBS/SY)
⑬	401A-000	BITUMINOUS TREATMENT A
⑭	214B-001	FOUNDATION BACKFILL, COMMERCIAL
D		IN PLACE PAVEMENT (RETAIN, PLANE, & OVERLAY)
E		IN PLACE PAVEMENT (REMOVE)



**OPEN-CUT DETAIL FOR ASPHALT PAVEMENT**

NO	REVISIONS DESCRIPTION	BY	DATE

Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243  
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**SAIN ASSOCIATES**

**TYPICAL SECTIONS**  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	EW	JOB NO.	23-0375
CKD. BY	RH	SCALE	N.T.S.
PROJ. MGR.	NC	DATE	04-14-26

SHEET NO.  
**2A**



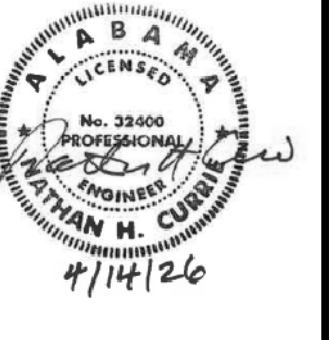
# GENERAL TRAFFIC CONTROL PLAN NOTES

○ DENOTES NOTES THAT APPLY TO THIS PROJECT


- 700 THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.
- 701 ALL BLACK ON ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPE XI FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.
- 702 DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA APPROVED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT. (SEE SKETCH ON SHEET 13A)
- 703 WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC., OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.
- 704 THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ALDOT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.
- 705 DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.
- 706 OMITTED
- 707 THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.
- 708 ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
- 709 THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.
- 710 CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.
- 711 FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.
- 712 FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.
- 713 FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.
- 714 OMITTED
- 715 ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.
- 716 THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.
- 717 OMITTED
- 718 REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

- 719 RA-1 (REBUILD ALABAMA) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT. RA-1 SIGNS SHALL BE PLACED AT THE BEGINNING OF THE WORK LIMITS OF THE SUBJECT PROJECT ROUTE. RA-1 SIGNS SHALL BE POSTED ON THE RIGHT-HAND SIDE OF THE ROADWAY ON THEIR OWN SUPPORT SYSTEM. THE RA-1 SIGNS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- 720 ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.
- 721 OMITTED
- 722 OMITTED
- 723 THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.
- 724 OMITTED
- 725 ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.
- 726 W8 SIGNS INTENDED TO WARN MOTORISTS OF SURFACE CONDITIONS EXTENDING FOR GREATER THAN 1 MILE SHALL BE PLACED PRIOR TO THE BEGINNING OF SURFACE CONDITION AND AT 1 MILE INCREMENTS THEREAFTER, WITH THE EXCEPTION SPECIFIED IN NOTE 727.
- 727 DURING THE WIDENING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY 1/2 MILE BEGINNING PRIOR TO THE WIDENING OR RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WIDENING AND/OR RESURFACING.
- 728 A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS.
- 729 SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.
- 730 OMITTED
- 731 OMITTED
- 732 CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.
- 733 CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.
- 734 CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.
- 735 CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.
- 736 CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.
- 737 CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
- 738 OMITTED
- 739 OMITTED
- 740 OMITTED
- 741 FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.
- 742 THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCROACHES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.
- 743 OMITTED
- 744 THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.
- 745 OMITTED
- 746 UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST.
- 747 MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.

- 748 R16-3 (WHEN WORKERS ARE PRESENT BEGIN HIGHER FINES) AND R16-3A (END HIGHER FINES) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THESE SIGNS SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT WITH AN R2-1 (REGULATORY SPEED SIGN) ALWAYS FOLLOWING THE R16-3 SIGN. R16-3B (HIGHER FINES ZONE) AND R2-1 SIGNS SHALL BE POSTED AT MAXIMUM INTERVALS OF THREE MILES THROUGHOUT THE PROJECT LIMITS.
- 749 WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS NOT REQUIRED AT THE END OF THE WORK DAY, THE CONTRACTOR SHALL COVER OR REMOVE THE REDUCED R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5B (REDUCED SPEED AHEAD) SIGNS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 750 DURING REPLACEMENT OF GUARDRAIL AND/OR GUARDRAIL END ANCHORS, A REFLECTORIZED DRUM SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GUARDRAIL AT NIGHT WHERE THE GUARDRAIL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.
- 751 CONSTRUCTION SIGNS MOUNTED ON A SINGULAR OR DUAL SQUARE TUBULAR OR U-CHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23.
- 752 THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS. UNLESS OTHERWISE PRE-APPROVED BY THE REGION ENGINEER, THE FOLLOWING SHALL HOLD:  
  
THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ALDOT:  
  
FOR CHRISTMAS AND NEW YEARS DAY:  
FROM 11:59 PM DECEMBER 23 THROUGH 6:00 AM JANUARY 2.  
  
FOR NATIONAL MEMORIAL DAY AND LABOR DAY:  
FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.  
  
FOR INDEPENDENCE DAY (THE 4TH OF JULY):  
FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.  
  
FOR THANKSGIVING DAY:  
FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH 11:59 PM THE SUNDAY FOLLOWING THANKSGIVING DAY.  
  
ANY OTHER STATE HOLIDAYS WILL BE HANDLED AS APPROVED BY THE PROJECT ENGINEER.  
  
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.
- 753 LANE CLOSURES WILL BE ALLOWED BETWEEN 8:15 AM AND 4:00 PM MONDAY THROUGH FRIDAY WHEN SCHOOL IS NOT IN SESSION. IF SCHOOL IS IN SESSION, LANE CLOSURES WILL BE ALLOWED BETWEEN 8:15 AM AND 2:45 PM MONDAY THROUGH FRIDAY.



NO.	REVISIONS DESCRIPTION	BY	CHK	DATE

  
**SAIN ASSOCIATES**  
 Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243  
 Phone: (205) 940-6420  
 Website: www.sain.com

**TRAFFIC CONTROL PLAN NOTES**  
 Waverly Pkwy @ Dunlop Dr  
 Opelika, Alabama  
 FOR  
 CITY OF OPELIKA  
 Opelika, Alabama

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	N.T.S
PROJ. MGR.	DATE
NC	04-14-26

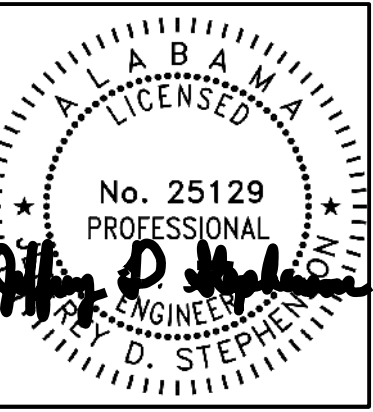
SHEET NO. **2C**

REVISED DATE: 12-8-2021

# TRAFFIC SIGNAL PLAN NOTES

IN THE EVENT CONFLICTS OCCUR BETWEEN THE PROJECT TRAFFIC SIGNAL NOTES AND THE MUTCD, THE MUTCD WILL GOVERN.

○ NOTES THAT APPLY TO THIS PROJECT.



- 500. AS WORK BEGINS RELATED TO OR AFFECTING THE SIGNAL(S), WITHIN THE CONSTRUCTION LIMITS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL EXISTING, TEMPORARY, AND REQUIRED SIGNAL(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUAL OPERATION AND MAINTENANCE OF THE SIGNAL(S) UNTIL ALL SIGNAL WORK OR WORK AFFECTING THE SIGNAL(S) IS ACCEPTED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION.
- 501. THE CITY OF MOBILE RESERVES THE RIGHT TO RESPOND TO TRAFFIC CONTROL UNIT(S) MALFUNCTIONS IN AN EMERGENCY OR NATURAL DISASTER. IN DOING SO, THE CONTRACTOR'S LIABILITY AND RESPONSIBILITY RELATED TO MAINTAINING THE TRAFFIC UNIT(S) OR SYSTEM REMAINS IN EFFECT.
- 502. A NOTICE OF INTENT FOR NPDES PERMIT COVERAGE HAS BEEN FILED WITH ADEM FOR THIS PROJECT. A COPY OF THE CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) IS AVAILABLE THROUGH OFFICE ENGINEER PRIOR TO BIDDING.
- 503. THE CONTRACTOR SHALL PROVIDE A SET OF AS-BUILT PLANS TO THE AREA TRAFFIC ENGINEER.
- 504. THE CONTRACTOR SHALL INSTALL TEMPORARY SIGNAL(S) AS REQUIRED BY THE TEMPORARY TRAFFIC SIGNAL PLAN LAYOUT(S) OR THE TRAFFIC CONTROL PLAN(S). WHEN TEMPORARY SIGNAL(S) ARE NOT REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING AND ADJUSTING THE EXISTING AND/OR REQUIRED SIGNAL(S) SO THAT ALL LANE SHIFTS, CLOSURES, AND ANY OTHER CHANGES TO THE ROADWAY DURING CONSTRUCTION ARE CONTROLLED BY THE EXISTING AND/OR REQUIRED SIGNAL(S).
- 505. WHEN THE CONTROLLER IS IN THE FLASHING MODE, THE VEHICULAR SIGNAL HEADS SHALL FLASH YELLOW ON WAVERLY PARKWAY, RED ON ALL CROSS STREETS, AND RED ON PROTECTED LEFT TURNS.
- 506. THE CONTRACTOR SHALL HAVE THE APPROVAL OF THE ENGINEER PRIOR TO THE REMOVAL OF ANY EXISTING TRAFFIC CONTROL UNIT. THE CONTRACTOR SHALL NOT REMOVE AN EXISTING TRAFFIC CONTROL UNIT UNTIL THE REQUIRED TRAFFIC CONTROL UNIT IS INSTALLED AND COMPLETELY OPERATIONAL.
- 507. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE STATE INCLUDING SIGNAL HEADS, CONTROLLERS, POLES, AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE CITY OF MOBILE AS DIRECTED BY THE ENGINEER.
- 508. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE {ENTER THE CITY OR COUNTY NAME} INCLUDING SIGNAL HEADS, CONTROLLERS, POLES, AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE CITY OF MOBILE OR AS DIRECTED BY THE ENGINEER.
- 509. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO LOCATE ALL OVERHEAD AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY AND THE ENGINEER. THE CONTRACTOR SHALL BEAR ALL COST TO REPAIR ANY AND ALL DAMAGES TO THE UTILITIES CAUSED BY THE CONTRACTOR.

- 510. THE LOCATION OF THE POWER SOURCE AS SHOWN IN THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE POWER SOURCE AND THE SHORTEST ROUTE TO SERVE THE TRAFFIC SIGNAL CONTROLLER CABINET AND LUMINAIRES.
- 511. THE TRAFFIC SIGNAL POLE LOCATION(S) AS SHOWN IN THE PLANS IS(ARE) APPROXIMATE. PRIOR TO BEGINNING POLE FOUNDATION WORK, THE CONTRACTOR SHALL STAKE ALL POLE LOCATIONS FOR REVIEW BY THE ENGINEER. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF THE POLE FOUNDATIONS WHEN PAY ITEM 680A, GEOMETRIC CONTROLS, IS NOT INCLUDED IN THE CONTRACT. THE ENGINEER, AFTER CONSULTATION WITH CONSTRUCTION BUREAU, MAY MAKE MINOR ADJUSTMENTS TO POLE LOCATIONS IN ORDER TO AVOID CONFLICTS WITH UTILITIES AND OTHER STRUCTURES. THE CONTRACTOR SHALL ASCERTAIN THAT THE FINAL POLE LOCATION(S) PROVIDE FOR THE VEHICULAR SIGNAL HEADS TO MEET THE DISTANCE REQUIREMENTS FROM THE STOP LINE AS REQUIRED BY THE MUTCD. WHEN PEDESTRIAN SIGNAL HEADS AND/OR PEDESTRIAN CROSSWALKS ARE INVOLVED, THE SAME SAID POLE LOCATION(S) SHALL ALSO CONFORM TO THE RELATIVE SECTIONS OF THE MUTCD.
- 512. EACH REQUIRED TRAFFIC SIGNAL STRAIN POLE, MAST ARM POLE, AND MAST ARM MAY VARY IN LENGTH AND SIZE. THE CONTRACTOR SHALL ASCERTAIN THAT THE POLE HEIGHTS ARE SUFFICIENT TO PROVIDE THE REQUIRED VERTICAL VEHICULAR TRAFFIC SIGNAL CLEARANCE. EXTENSIONS FOR MOUNTING SIGNALS SHALL BE PROVIDED WHEN NECESSARY. WHERE MAST ARMS ARE REQUIRED, CONTRACTOR SHALL ASCERTAIN THAT ALL ARM LENGTHS ARE SUFFICIENT SO THAT EACH VEHICULAR SIGNAL HEAD POSITION CONFORMS TO THE MUTCD.
- 513. CONTRACTOR SHALL CONNECT EACH POLE GROUNDING SYSTEM IMMEDIATELY AFTER THE POLE HAS BEEN PLACED. NO METAL POLE SHALL BE LEFT UNGROUNDED AFTER IT HAS BEEN PLACED ON ITS FOUNDATION.
- 514. THE CONTRACTOR SHALL LOCATE EACH REQUIRED AND RELOCATED VEHICULAR TRAFFIC SIGNAL HEAD ON THE SPAN WIRE OR MAST ARM SO THAT EACH HEAD IS LOCATED IN THE APPROACH LANE FOR WHICH IT APPLIES. LOCATION OF SIGNAL HEADS SHALL CONFORM TO THE MUTCD.
- 515. BALANCE ADJUSTERS SHALL BE INSTALLED ON TRAFFIC SIGNAL HEADS WHERE REQUIRED FOR PROPER AIM. THE CONTRACTOR SHALL ALIGN THE SIGNAL HEADS IN ACCORDANCE WITH THE MUTCD AND TO THE SATISFACTION OF THE ENGINEER.
- 516. A 12 INCH DROP COIL WITH 3 LOOPS SHALL BE PROVIDED TO THE RIGHTS OF EACH VEHICULAR TRAFFIC SIGNAL HEAD. A DROP LOOP SHALL BE FORMED SO THAT WATER CANNOT ENTER THE ENTRANCE FITTING OR SIGNAL WEATHER HEAD. THE WIRE SHALL ENTER THE CLAMP FROM THE BOTTOM OF THE DROP LOOP.
- 517. THE CONTRACTOR SHALL INSTALL BACKPLATES WITH A 2 INCH FEDERAL YELLOW REFLECTIVE BORDER ON ALL EXISTING AND REQUIRED SIGNALS AS SHOWN ON PLANS.
- 518. THE CONTRACTOR SHALL TAG AND MARK ALL IMSA SIGNAL CABLE 20-1 IN THE SIGNAL CABINET TO INCLUDE THE PHASE AND SIGNAL INDICATOR OR INDICATION COLOR.
- 519. WHEN EXISTING SPAN WIRE THAT IS TO BE RETAINED HAS SAGGED, THE CONTRACTOR SHALL ADJUST THE SPAN WIRE SO THAT SIGNAL HEADS COMPLY WITH THE CLEARANCE SHOWN ON THE STANDARD DETAIL DRAWING.

- 520. WHEN PVC CONDUIT IS USED FROM THE CONTROLLER TO THE STEEL STRAIN POLE OR MAST ARM POLE, THE CONTRACTOR SHALL BOND THE CONTROLLER TO THE POLE WITH A #6-1C BONDING CABLE.
- 521. MARKING/WARNING TAPE SHALL BE BURIED OVER TRENCHED CONDUIT. THE TAPE SHALL BE 4 INCH POLYETHYLENE, RED IN COLOR WITH BLACK LETTERING.
- 522. WHEN EXISTING LOOP WIRE AND VEHICLE LOOP DETECTORS ARE TO BE RETAINED AND REUSED, OR RELOCATED IN A NEW CONTROLLER CABINET, THE CONTRACTOR SHALL ASCERTAIN THE MANUFACTURER AND MODEL NUMBER OF EACH EXISTING DETECTOR AMPLIFIER AND PROVIDE A NEW WIRING HARNESS COMPLETELY WIRED IN THE CONTROLLER CABINET FOR EACH EXISTING DETECTOR AMPLIFIER.
- 523. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO INPUT AND FINE TUNE THE SIGNAL TIMINGS. WHERE SIGNAL TIMINGS ARE NOT INCLUDED IN THE PLANS, THIS ENGINEER SHALL ALSO BE RESPONSIBLE FOR CALCULATING BASE OR FREE RUNNING SIGNAL TIMINGS. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF 730C.
- 524. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO INPUT AND FINE TUNE THE SIGNAL TIMINGS, INCLUDING TIME-OF-DAY AND COORDINATED TIMINGS. WHERE SIGNAL TIMINGS ARE NOT INCLUDED IN THE PLANS, THIS ENGINEER SHALL ALSO BE RESPONSIBLE FOR CALCULATING APPROPRIATE SIGNAL TIMINGS FOR ONLY THOSE SIGNALS INCLUDED IN THE PLANS UNLESS OTHERWISE INDICATED. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF 730C.
- 525. THE CITY TRAFFIC ENGINEER SHALL BE RESPONSIBLE FOR INPUTTING AND FINE TUNING THE TIMINGS.
- 526. ALL PEDESTRIAN PUSH BUTTONS AT SIGNALIZED INTERSECTIONS AFFECTED BY THIS PROJECT SHALL BE APS STYLE. PUSH BUTTONS SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF ADA, PROWAG, MUTCD, AND ALDOT; AND BE DONE SO TO THE SATISFACTION OF THE ENGINEER. ANY ADDITIONAL REQUIRED WORK OR EQUIPMENT NOT INCLUDED IN THE PLANS BUT NECESSARY TO FULFILL THE REQUIREMENTS LISTED ABOVE SHALL BE COVERED BY SECTION 104.03, "EXTRA WORK".

NO.	REVISIONS DESCRIPTION	BY	CHKD	DATE

5021 Technology Drive NW  
Suite 62  
Huntsville, Alabama 35805  
Phone: (256) 692-9566  
Website: www.sain.com

**SAIN ASSOCIATES**

DRAWING NAME  
**TRAFFIC SIGNAL NOTES**  
**INTERSECTION IMPROVEMENTS**  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, AL

DRN. BY B.M.K	JOB NO. 23-0375
CKD. BY J.S.	SCALE N.T.S.
PROJ. MGR. J.S.	DATE 4/15/2026

SHEET NO.  
**2D**

REVISION DATE: 2025/05








NO.	REVISIONS DESCRIPTION	BY	CKD	DATE

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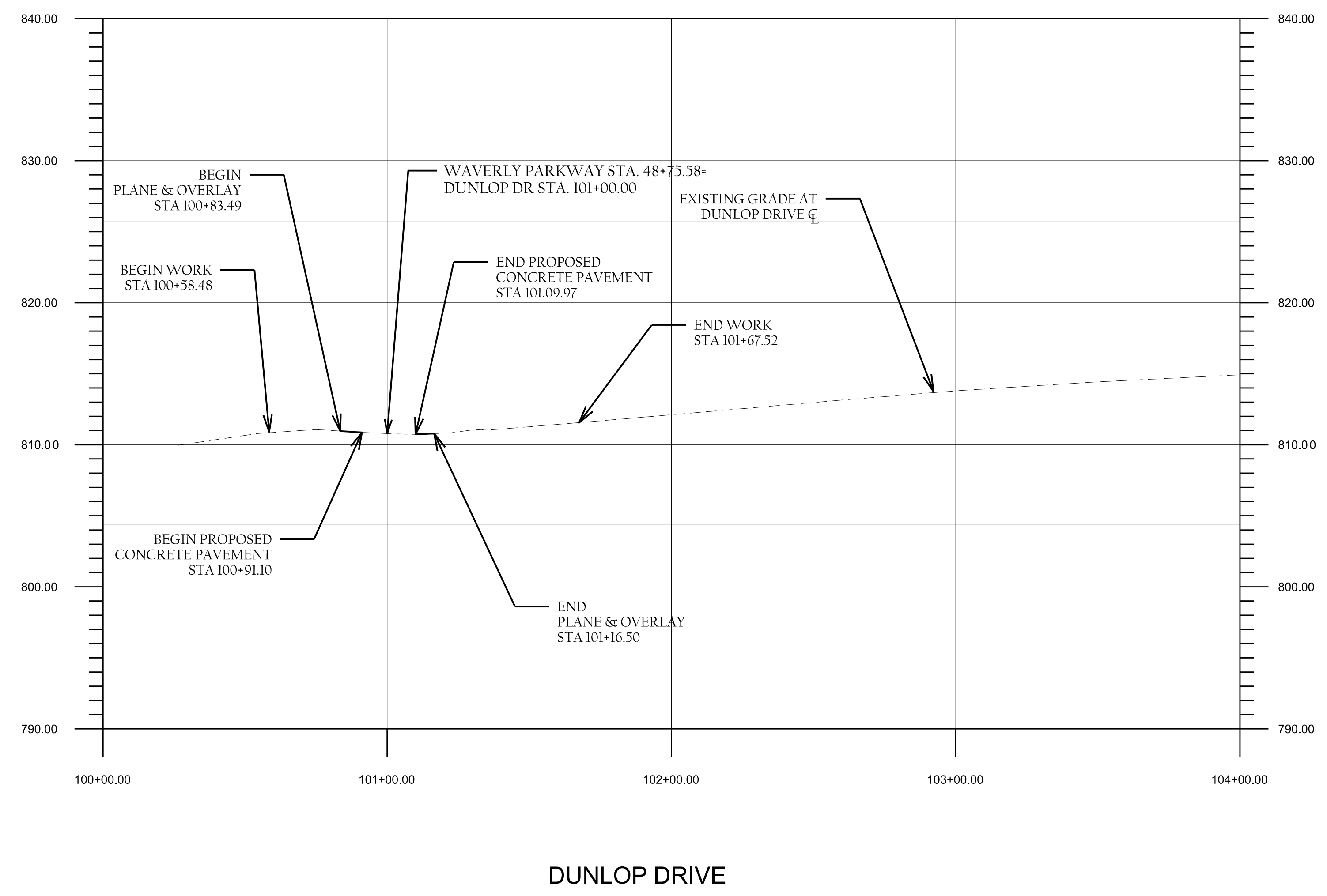
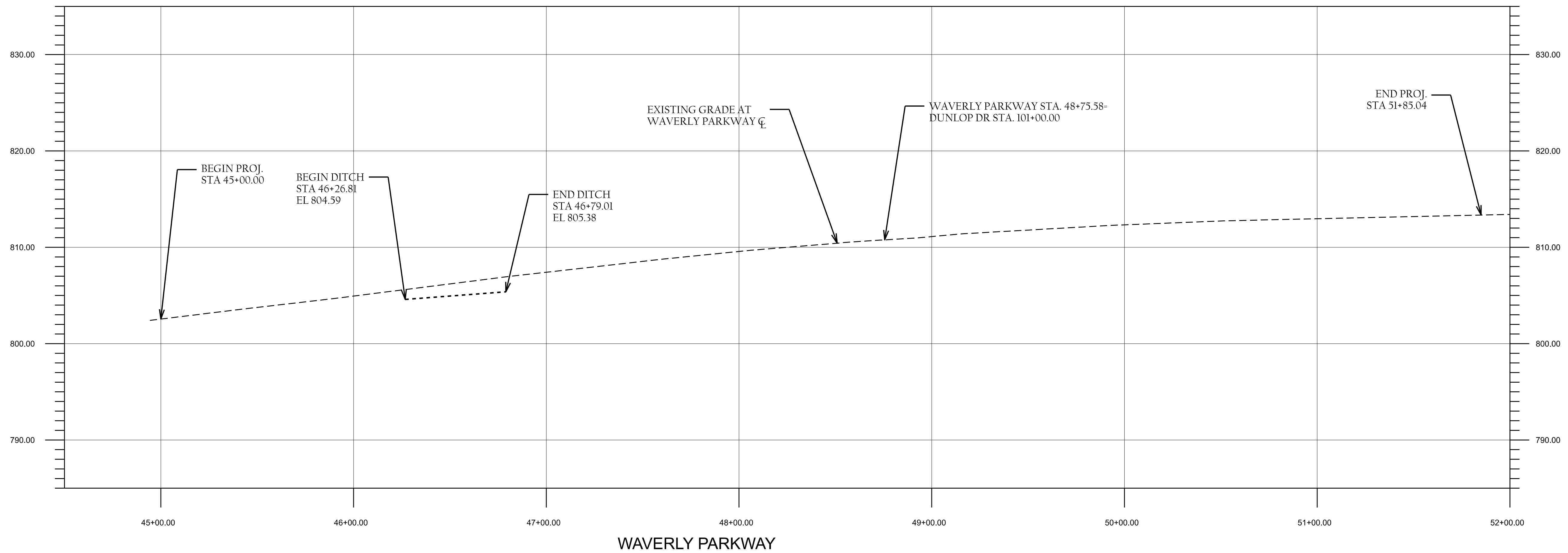
**SAIN ASSOCIATES**

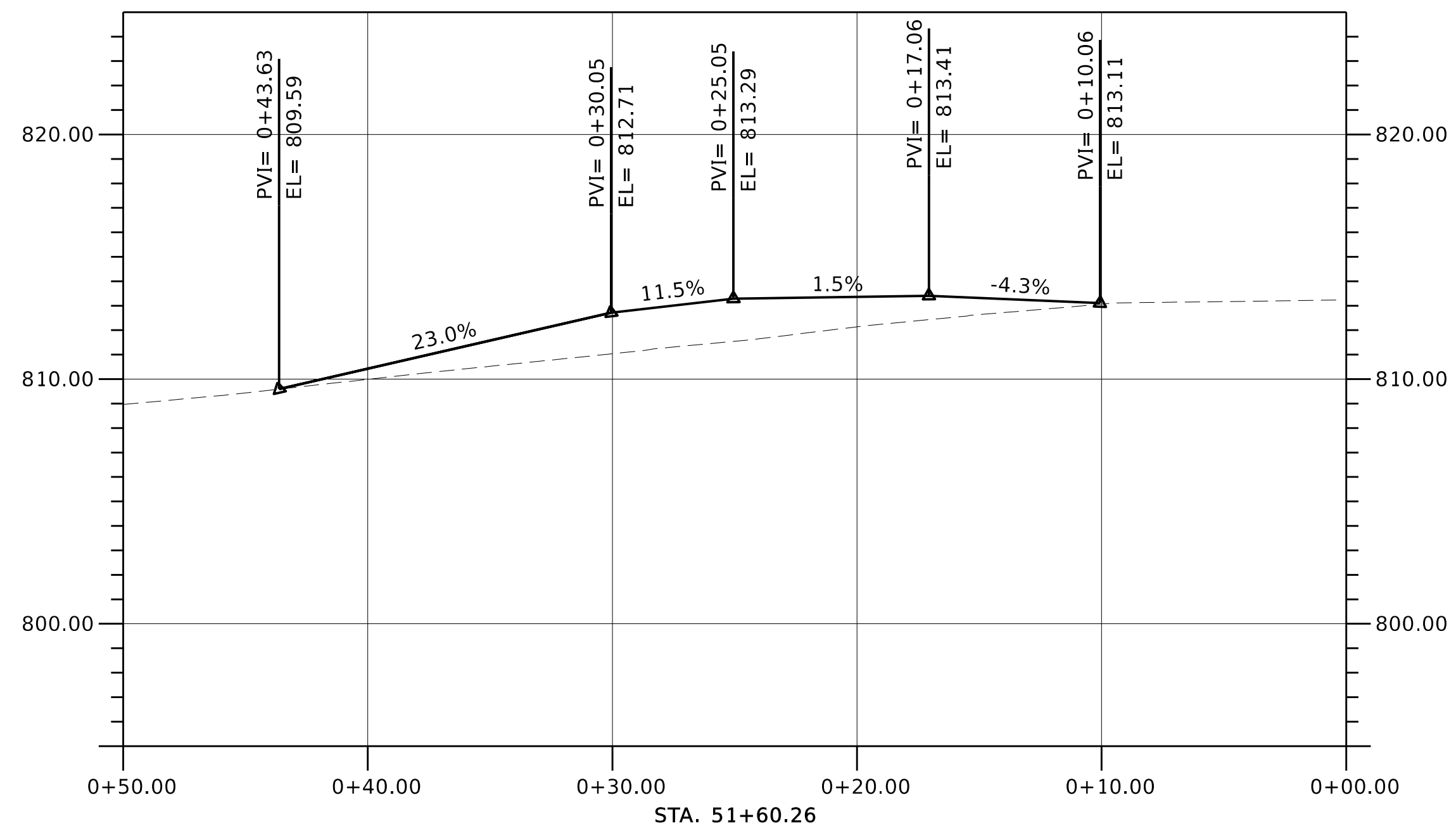
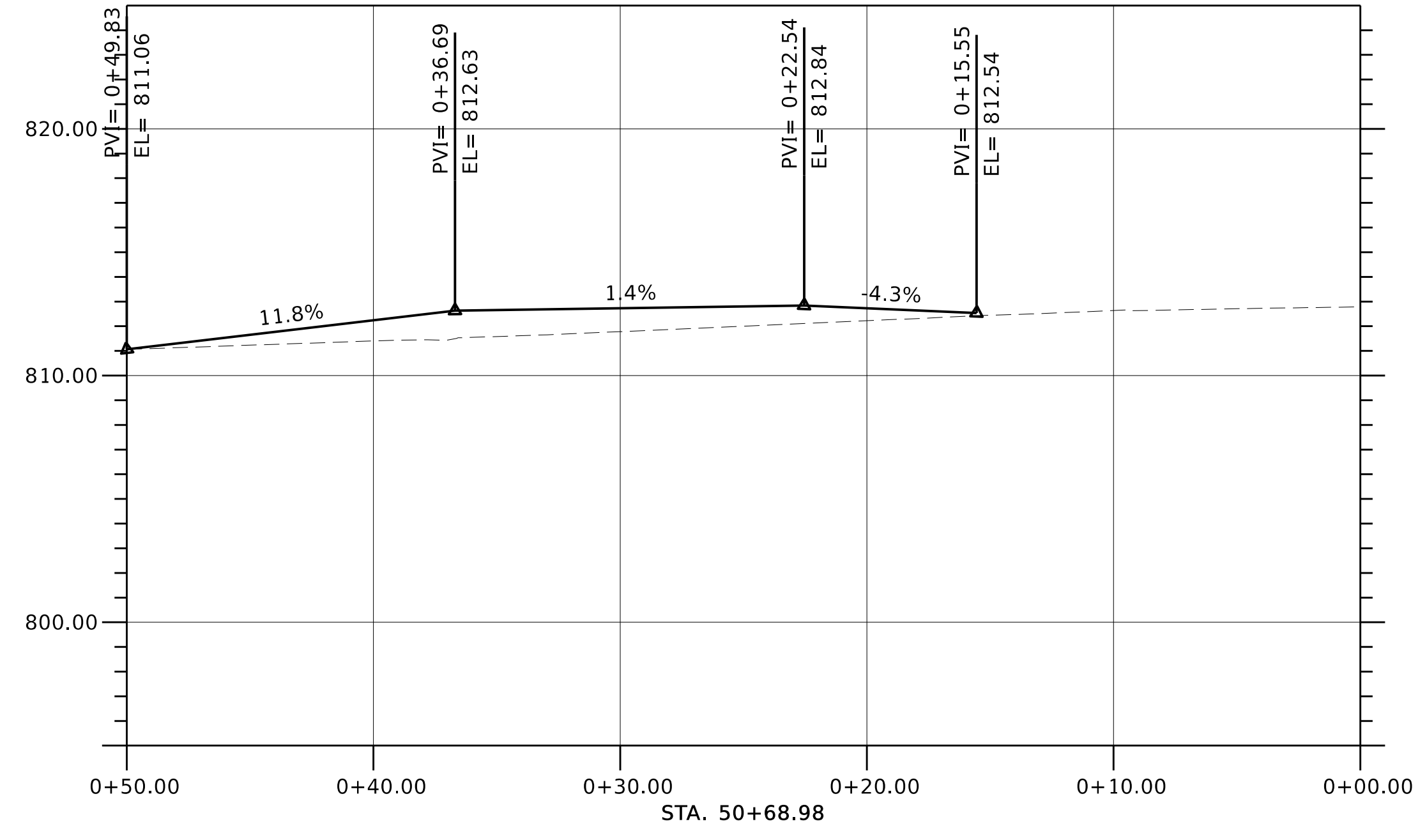
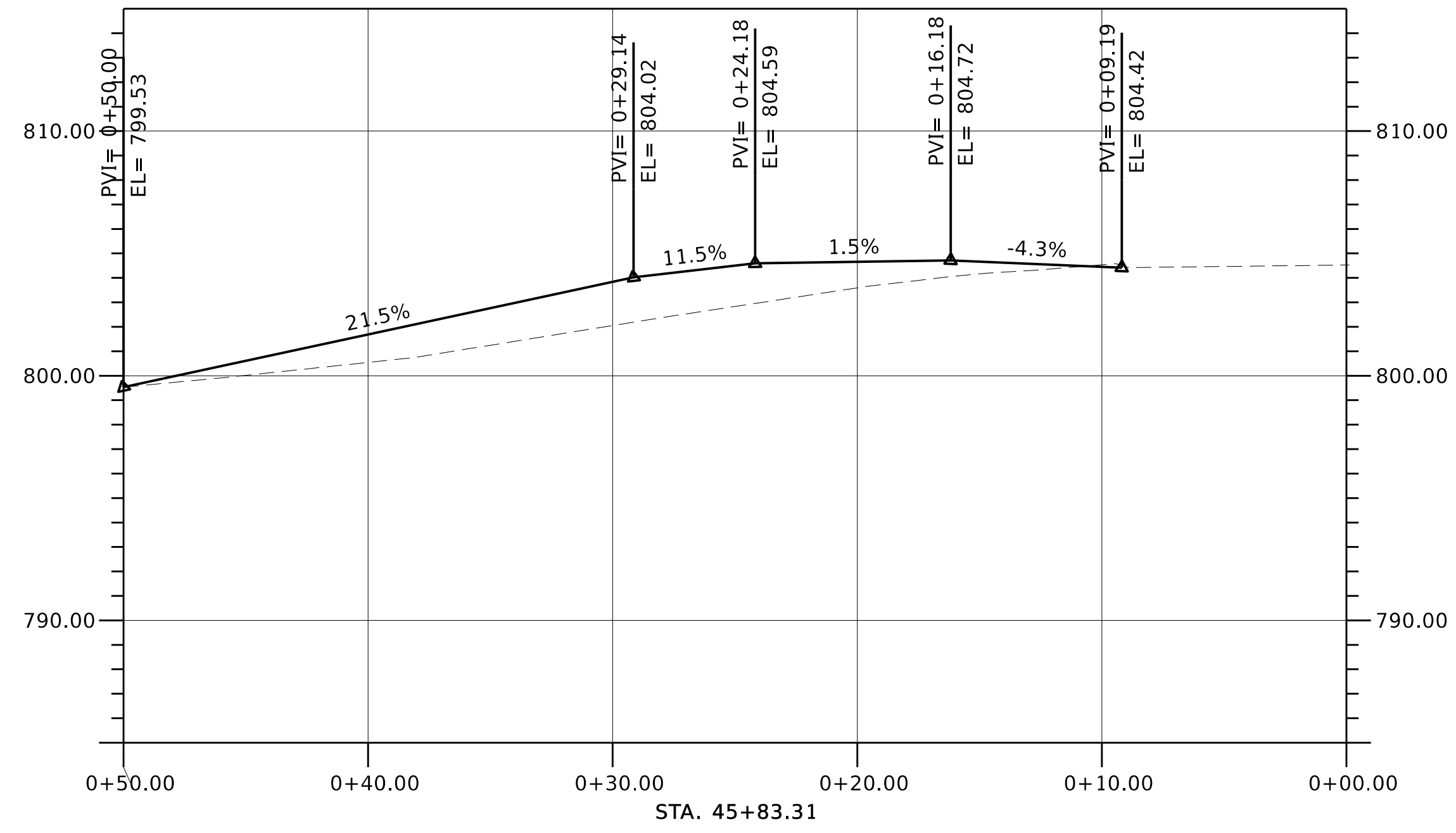


**DRAWING NAME**  
 PROFILE SHEET  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	1" = 20'
PROJ. MGR.	DATE
NC	04-14-26

**SHEET NO.**  
 4A





NO	REVISIONS DESCRIPTION	BY	CHK	DATE

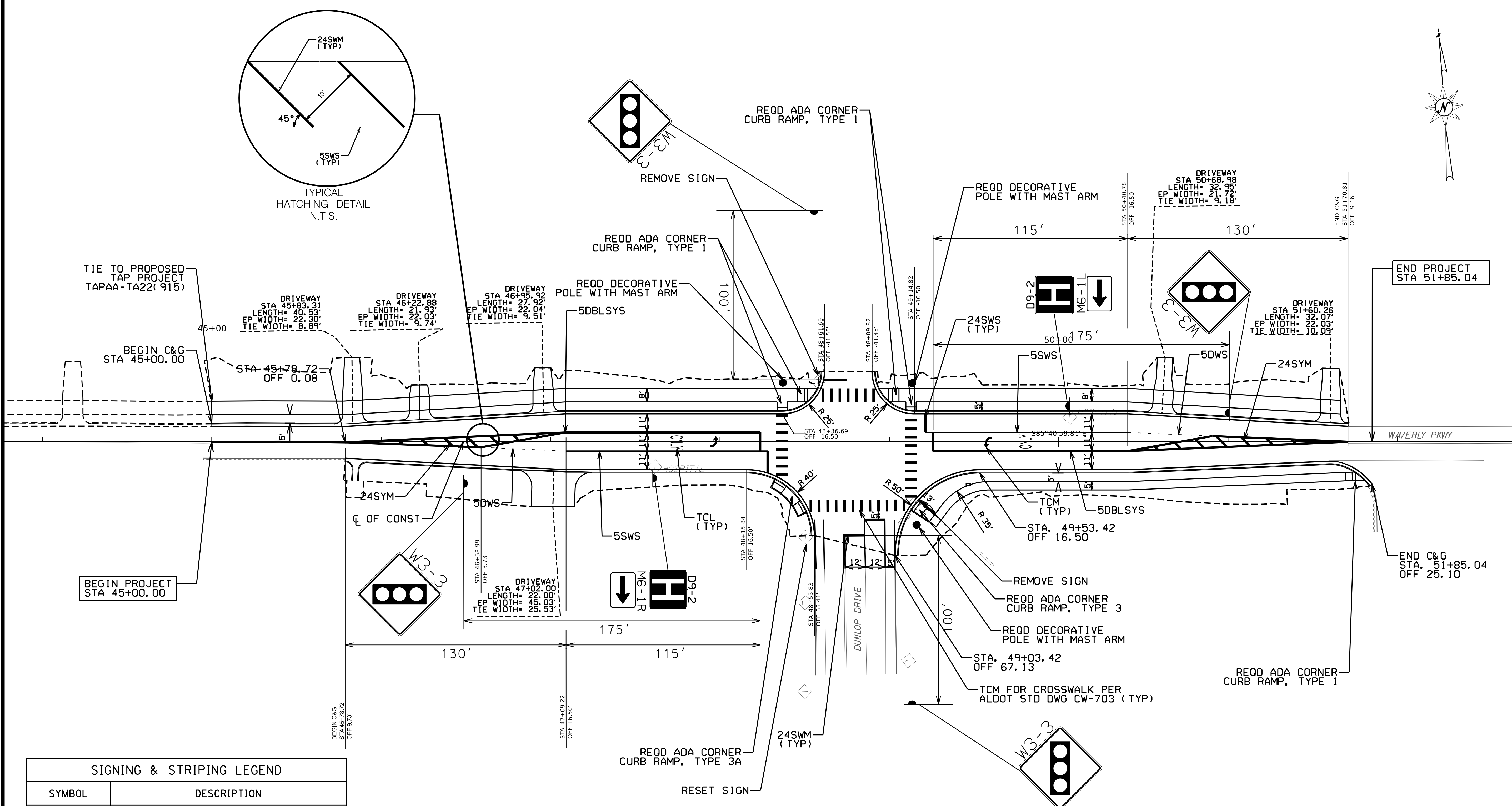
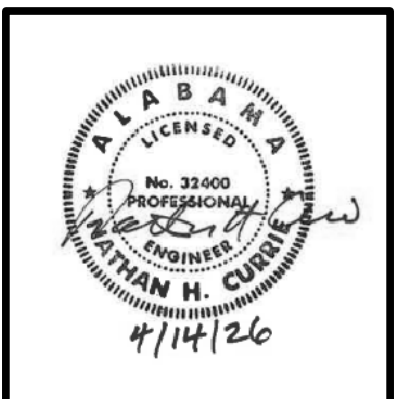
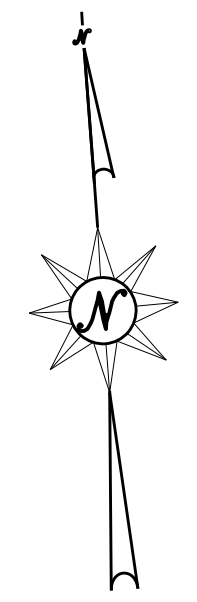
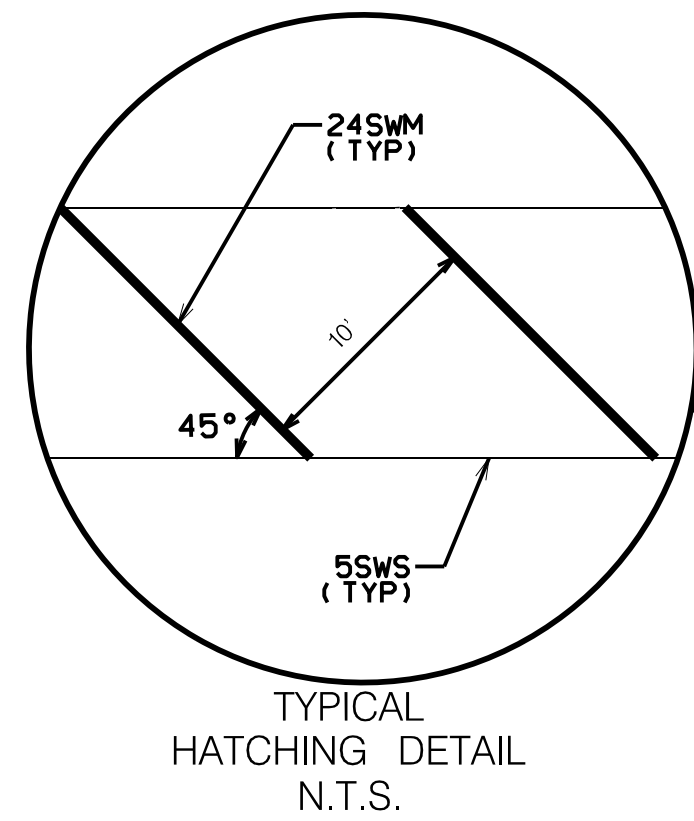
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**SAIN ASSOCIATES**

**DRAWING NAME** DRIVEWAY PROFILES  
**WAVERLY PKWY @ DUNLOP DR**  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY EW	JOB NO. 23-0375
CKD. BY RH	SCALE 1" = 5'
PROJ. MGR. NC	DATE 04-14-26

SHEET NO.  
**4B**



NO	REVISIONS DESCRIPTION	BY	DATE

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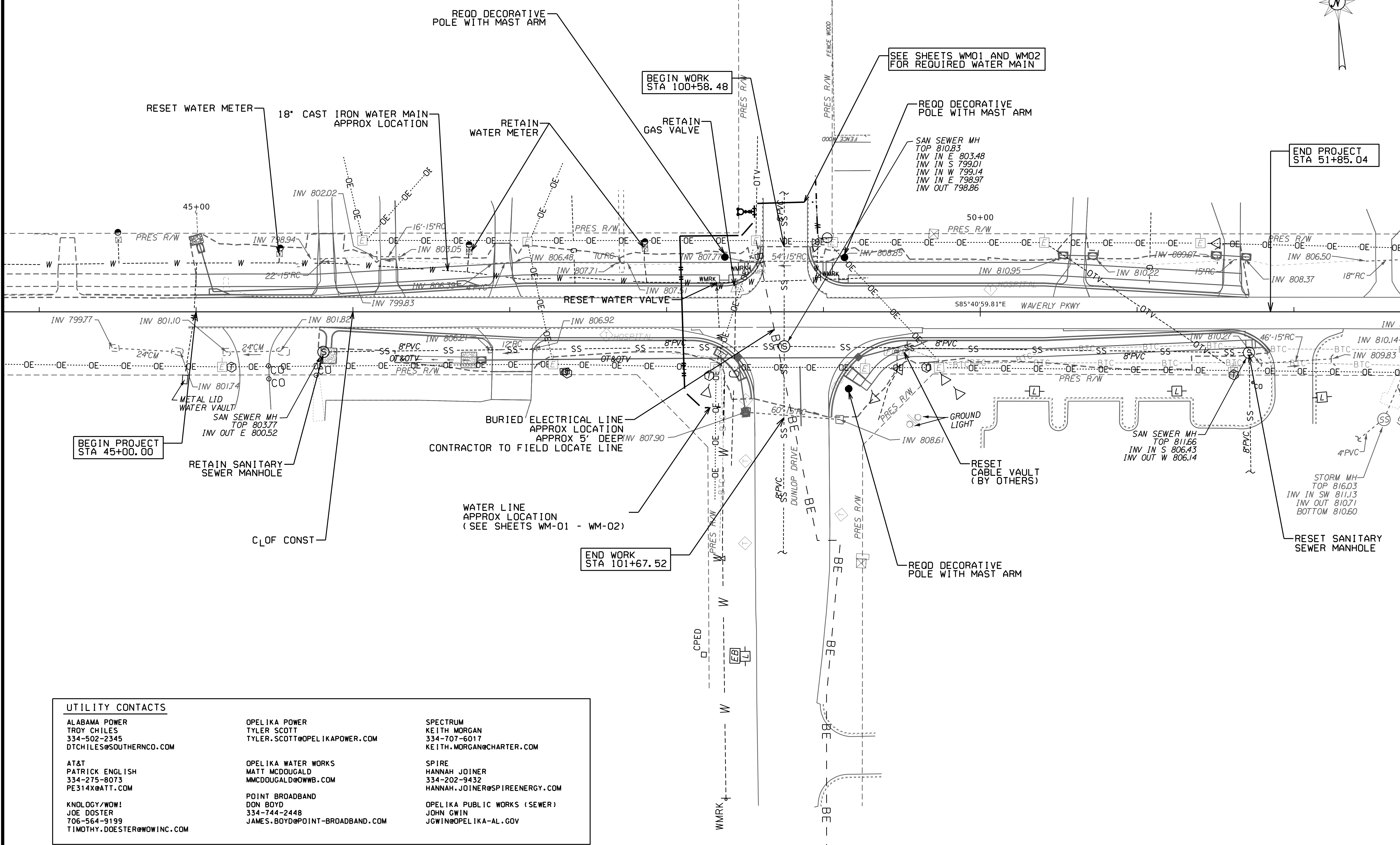
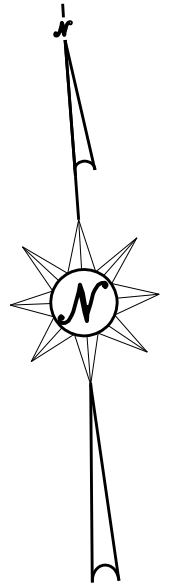
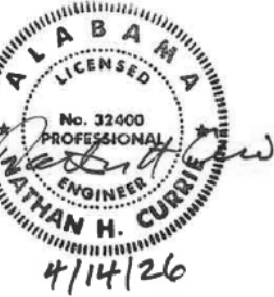
**SAIN ASSOCIATES**

DRAWING NAME: PAVING LAYOUT, SIGNING & STRIPING SHEET  
 WAYERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

SIGNING & STRIPING LEGEND	
SYMBOL	DESCRIPTION
	POST MOUNTED SIGN
24SWM	REOD 24" SOLID WHITE MARKING
24SYM	REOD 24" SOLID YELLOW MARKING
TCM	REOD TRAFFIC CONTROL MARKING
TCL	REOD TRAFFIC CONTROL LEGEND
5DWS	REOD 5" DOTTED WHITE TRAFFIC STRIPE
5SWS	REOD 5" SOLID WHITE TRAFFIC STRIPE
5DBLSYS	REOD 5" SOLID YELLOW TRAFFIC STRIPE

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	1" = 30'
PROJ. MGR.	DATE
NC	04-14-26

SHEET NO.  
**5**



NO	REVISIONS DESCRIPTION	BY	DATE

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**SAIN ASSOCIATES**

UTILITY SHEET  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	1" = 30'
PROJ. MGR.	DATE
NC	04-14-26

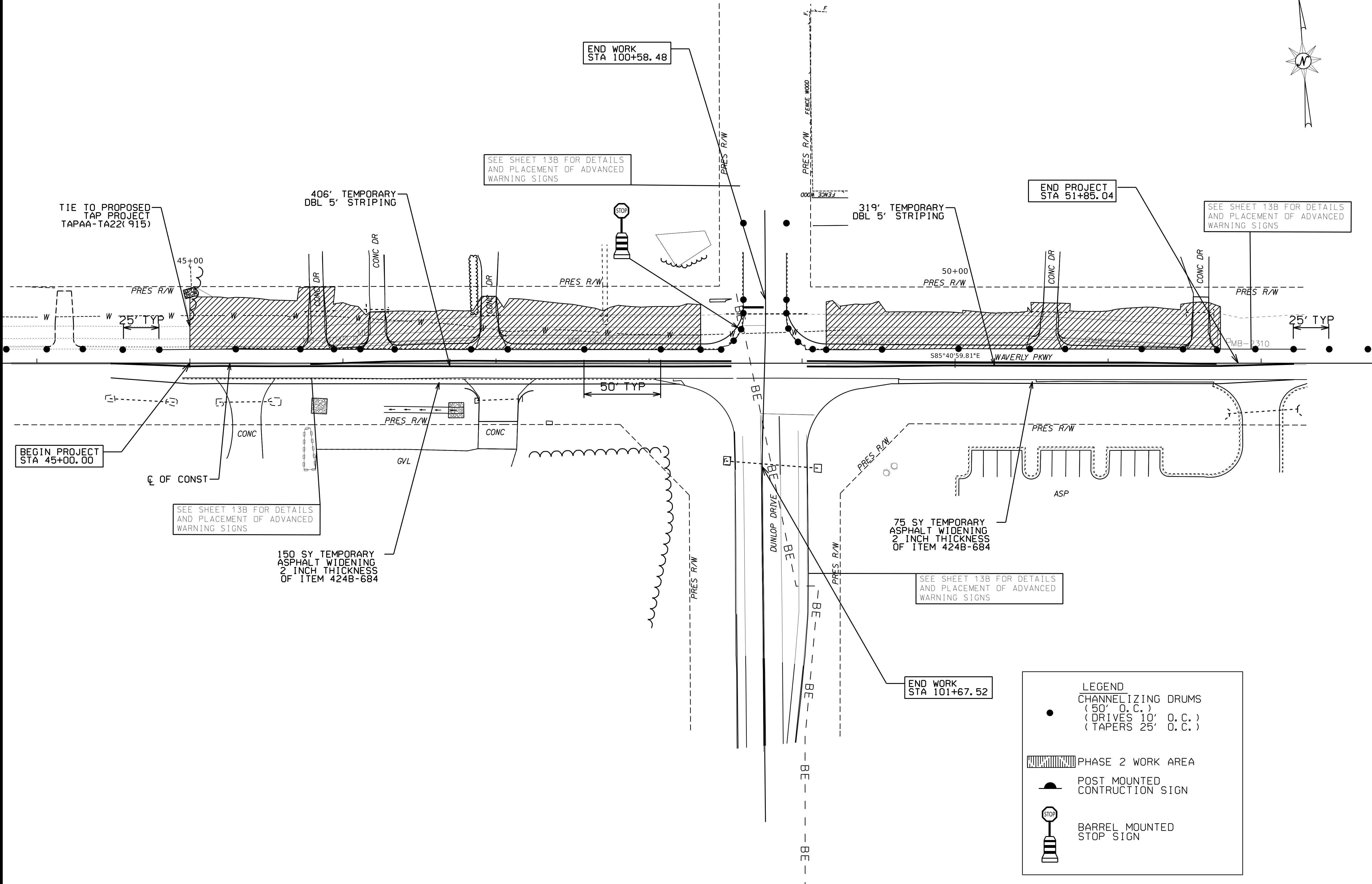
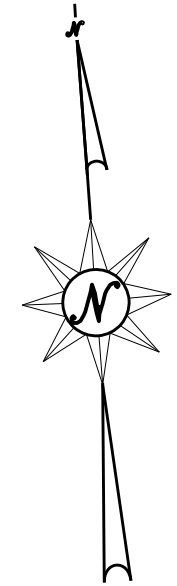
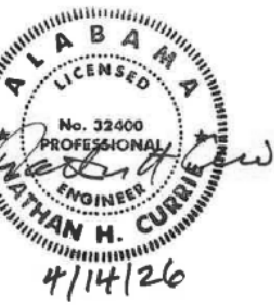
SHEET NO.  
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UTILITY CONTACTS		
ALABAMA POWER TROY CHILES 334-502-2345 DTCHILES@SOUTHERNCO.COM	OPELIKA POWER TYLER SCOTT TYLER.SCOTT@OPELIKAPOWER.COM	SPECTRUM KEITH MORGAN 334-707-6017 KEITH.MORGAN@CHARTER.COM
AT&T PATRICK ENGLISH 334-275-8073 PE314X@ATT.COM	OPELIKA WATER WORKS MATT MCDUGALD MMCDUGALD@OWWB.COM	SPIRE HANNAH JOINER 334-202-9432 HANNAH.JOINER@SPIREENERGY.COM
KNOLGY/WOW! JOE DOSTER 706-564-9199 TIMOTHY.DDESTER@WOWINC.COM	POINT BROADBAND DON BOYD 334-744-2448 JAMES.BOYD@POINT-BROADBAND.COM	OPELIKA PUBLIC WORKS (SEWER) JOHN GWIN JGWIN@OPELIKA-AL.GOV









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**SAIN ASSOCIATES**

DRAWING NAME  
**TRAFFIC CONTROL PLAN - PHASE 2**  
**WAVERLY PKWY @ DUNLOP DR**  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	N.T.S
PROJ. MGR.	DATE
NC	04-14-26

SHEET NO.  
**11**

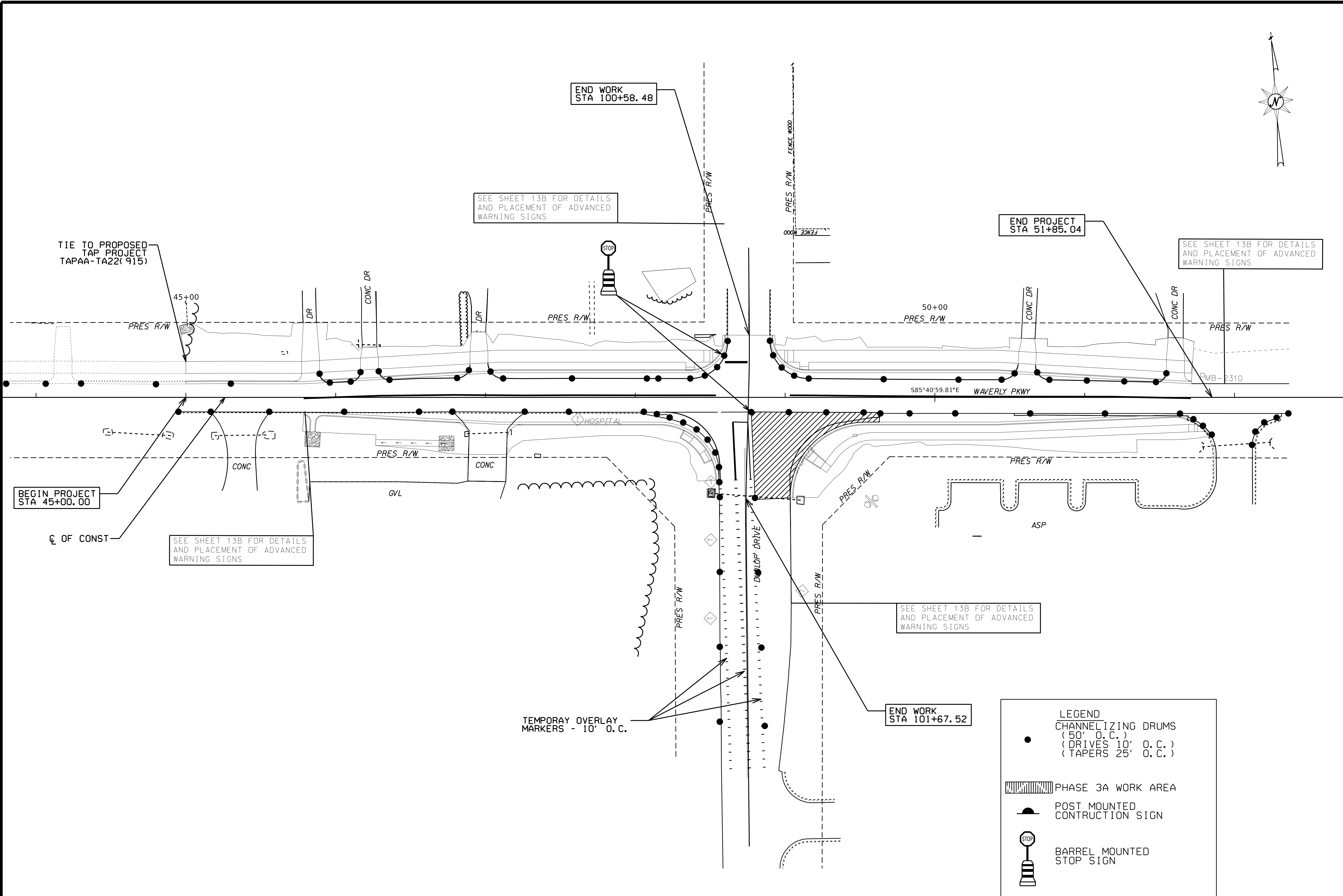
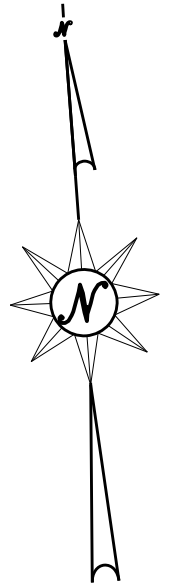
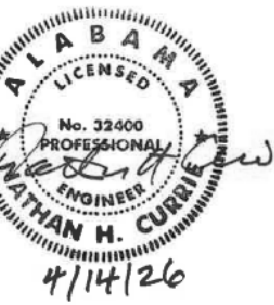
**LEGEND**

- CHANNELIZING DRUMS  
(50' O.C.)  
(DRIVES 10' O.C.)  
(TAPERS 25' O.C.)
- PHASE 2 WORK AREA
- POST MOUNTED CONSTRUCTION SIGN
- BARREL MOUNTED STOP SIGN









NO	REVISIONS DESCRIPTION	BY	CD	DATE

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**SAIN ASSOCIATES**

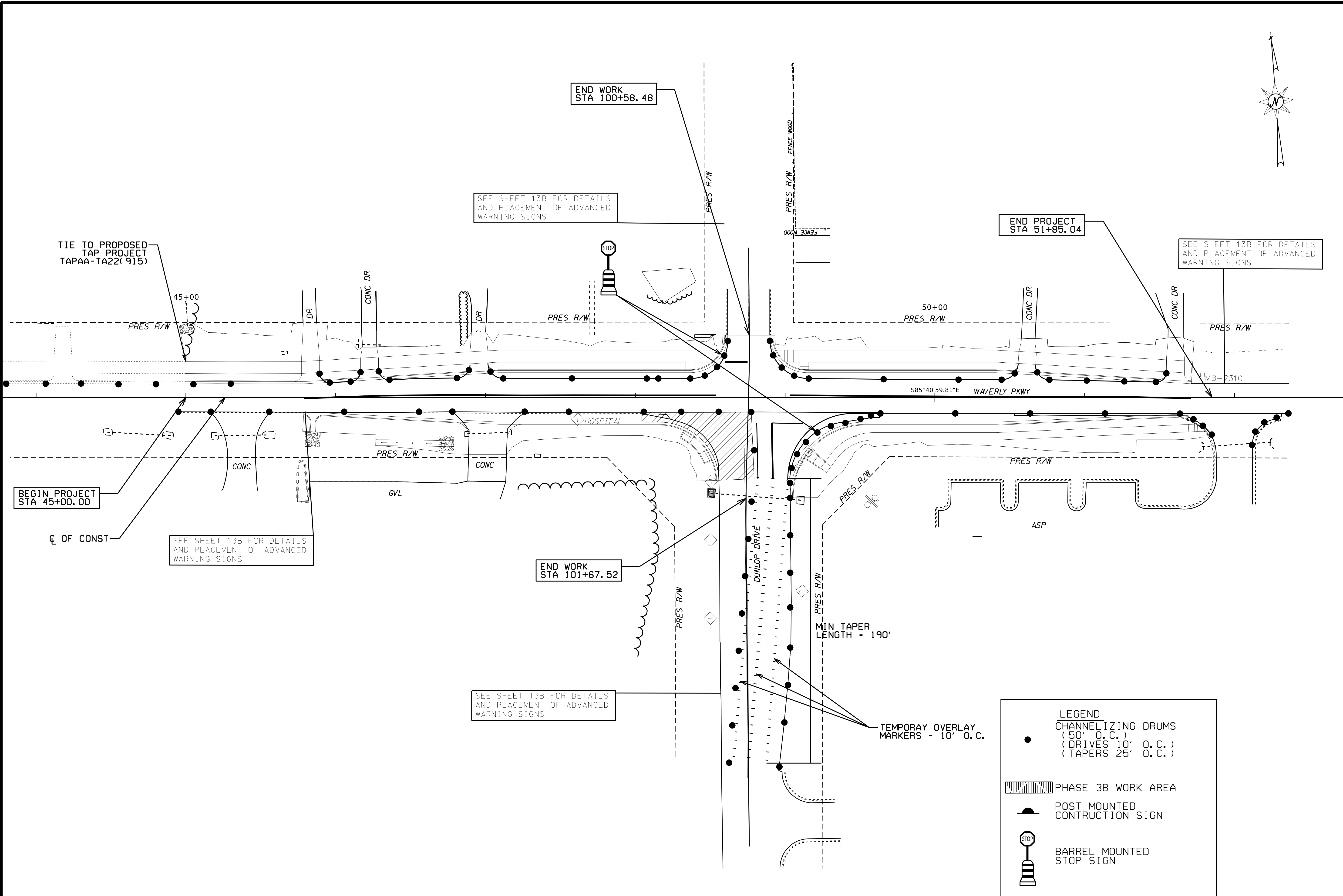
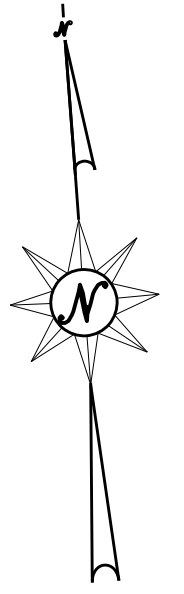
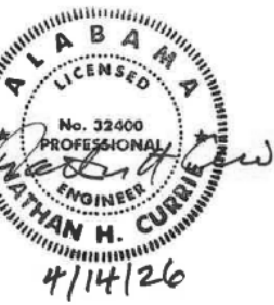
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**TRAFFIC CONTROL PLAN - PHASE 3A  
 WAVERLY PKWY @ DUNLOP DR**  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY EW	JOB NO. 23-0375
CKD. BY RH	SCALE N.T.S
PROJ. MGR. NC	DATE 04-14-26

SHEET NO.  
**12A**

**LEGEND**

- CHANNELIZING DRUMS  
(50' O.C.)  
(DRIVES 10' O.C.)  
(TAPERS 25' O.C.)
- PHASE 3A WORK AREA
- POST MOUNTED CONSTRUCTION SIGN
- BARREL MOUNTED STOP SIGN



NO	REVISIONS DESCRIPTION	BY	CHK	DATE

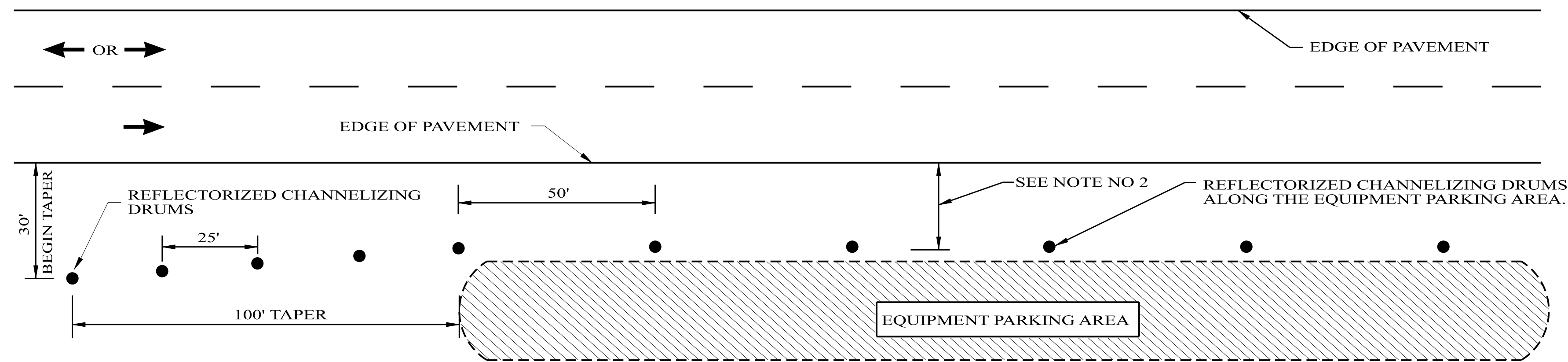
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**SAIN ASSOCIATES**

DRAWING NAME  
**TRAFFIC CONTROL PLAN - PHASE 3B  
 WAVERLY PKWY @ DUNLOP DR**  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY EW	JOB NO. 23-0375
CKD. BY RH	SCALE N.T.S
PROJ. MGR. NC	DATE 04-14-26

SHEET NO.  
**12B**



NOTES:

1. SEE ALDOT'S GENERAL TRAFFIC CONTROL PLAN NOTE NO. 702.
2. DRUMS TO BE AS FAR AS PRACTICAL FROM EDGE OF PAVEMENT, MINIMUM DESIRABLE DISTANCE IS 15 FEET FOR FREEWAY TYPE FACILITIES AND 10 FEET FOR OTHER FACILITIES. FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABLE SPACE, DIMENSIONS LESS THAN DESIRABLE SHALL BE AS DIRECTED BY THE ENGINEER.
3. ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT OR THE CITY.

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA

NO.	REVISIONS DESCRIPTION	BY	CKD	DATE

**SAIN ASSOCIATES**  
 Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243  
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DRAWING NAME  
 TRAFFIC CONTROL PLAN DETAILS  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	N.T.S
PROJ. MGR.	DATE
NC	04-14-26

NOT TO SCALE

--SPECIFICATIONS--  
 CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION



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REVISIONS:  
 1. Corrected text overlap on 12-8-2021 by D.J.W.

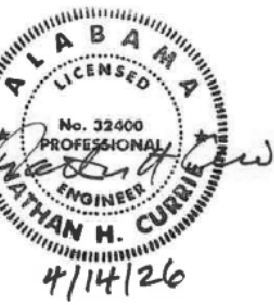
Bureau Sd Engr: D.J.W.  
 DRAWN BY:  
 DATE DRAWN: 12-8-2021

DESIGN BUREAU SPECIAL DRAWING  
 STANDARD DETAILS FOR  
 TRAFFIC CONTROL PLANS

SPECIAL DRAWING NO  
 SPECIAL PROJECT DETAIL

INDEX NO  
 2001

SHEET NO.  
 13



NO.	REVISIONS DESCRIPTION	BY	CKD	DATE

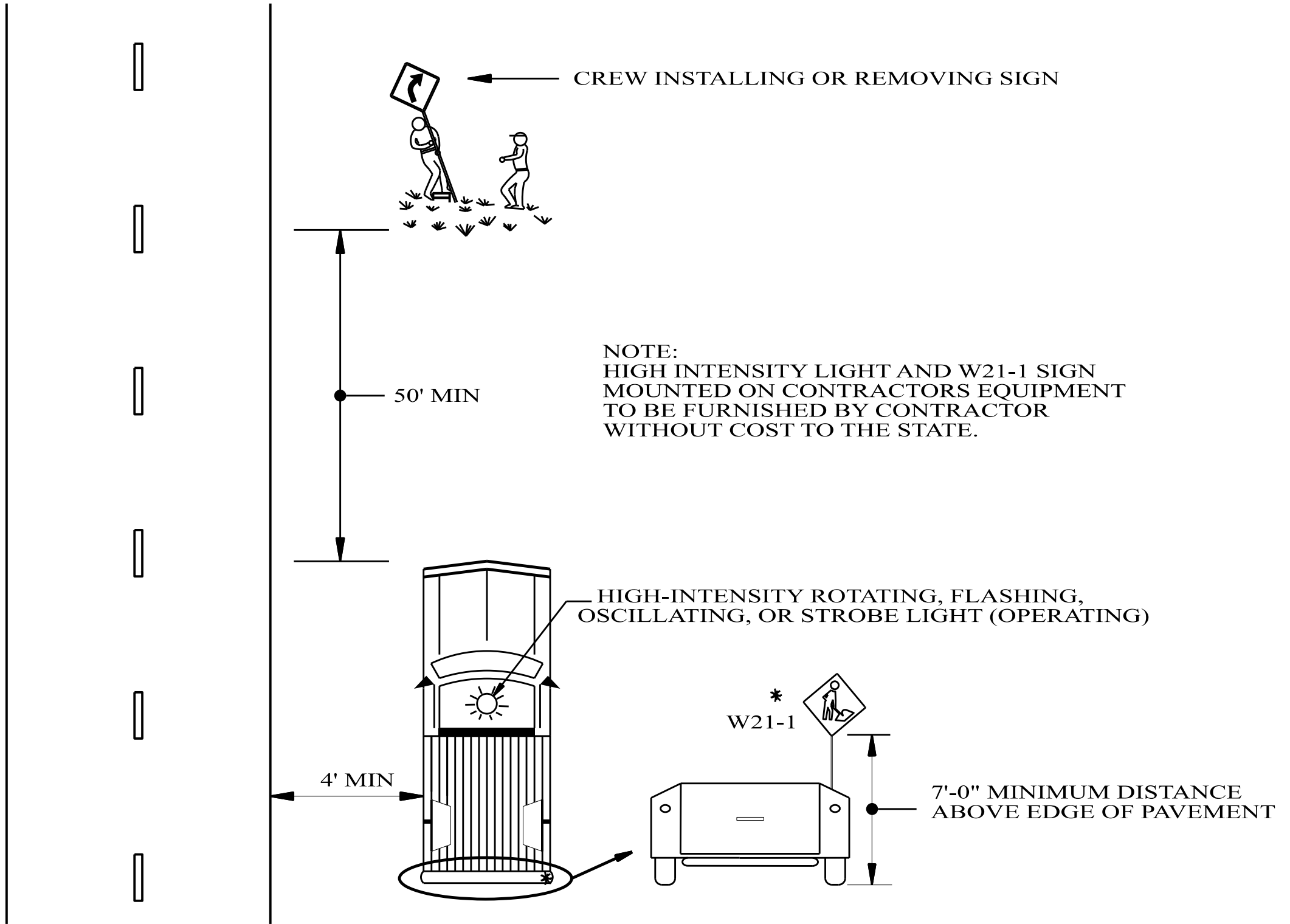
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Website: www.sain.com

**SAIN ASSOCIATES**

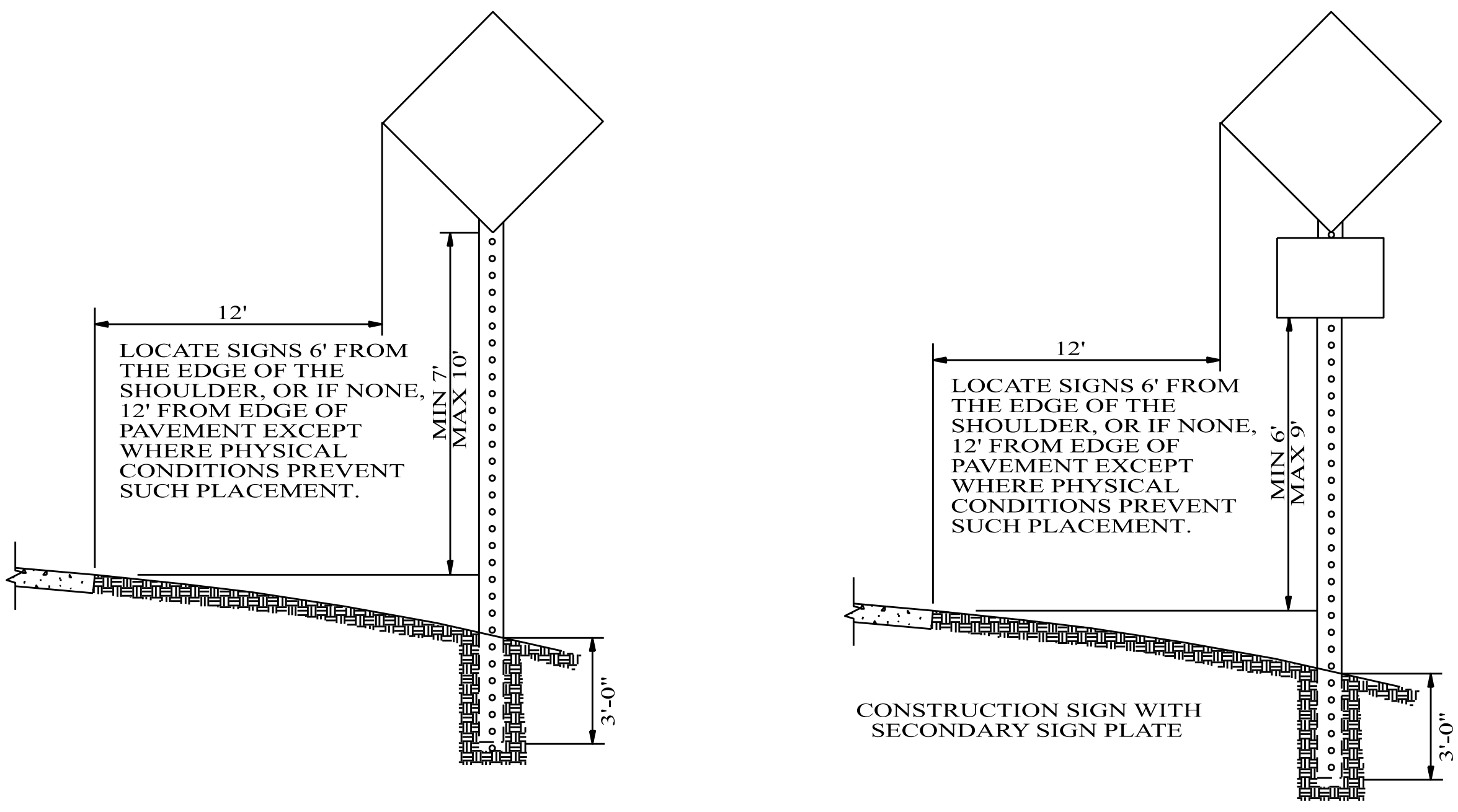
DRAWING NAME  
TRAFFIC CONTROL PLAN DETAILS  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY EW	JOB NO. 23-0375
CKD. BY RH	SCALE N.T.S
PROJ. MGR. NC	DATE 04-14-26

SHEET NO.  
**13A**

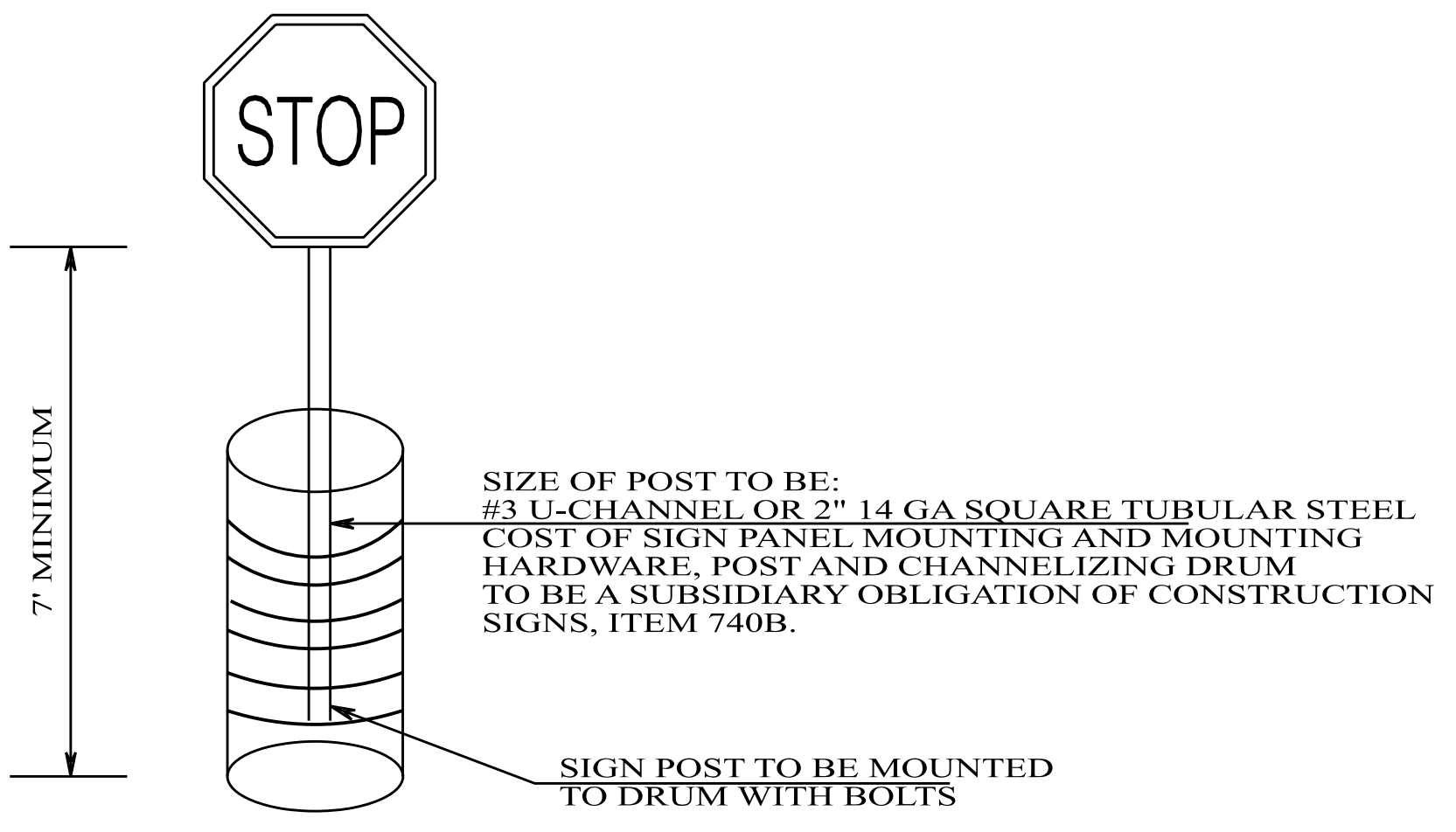


TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS



NOTE:  
IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SPLICED AS SHOWN ON DRAWING IHS-710-23.

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



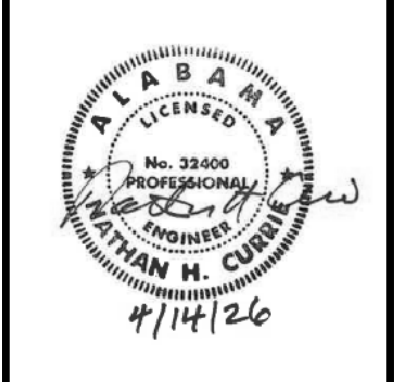
DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

NOT TO SCALE

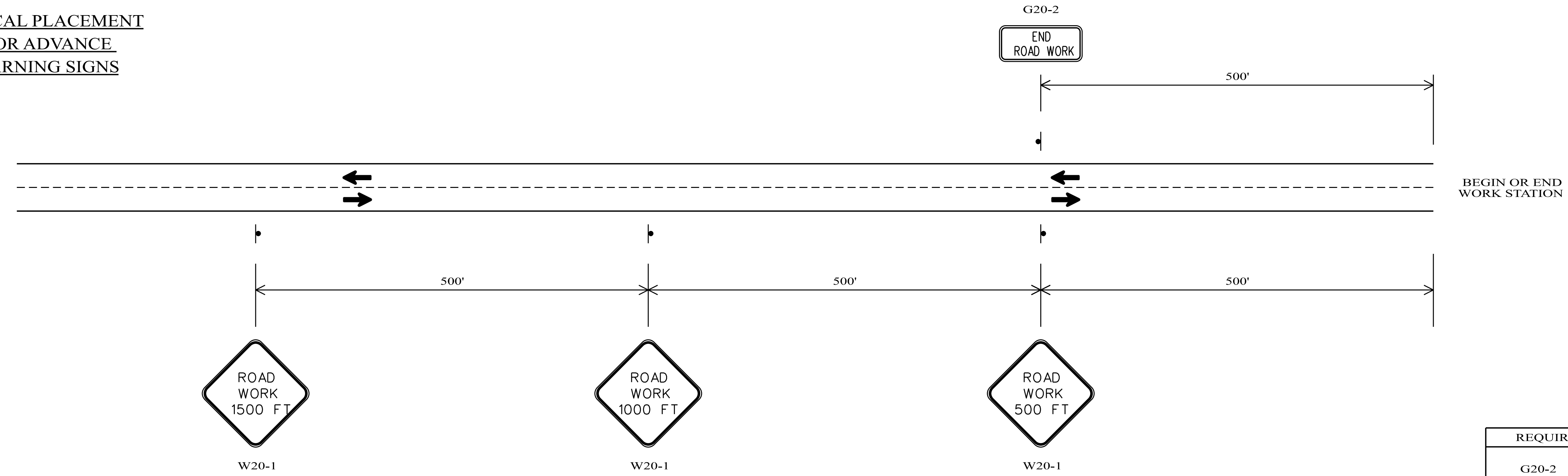
--SPECIFICATIONS--  
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

REVISIONS:

1.	
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**TYPICAL PLACEMENT  
FOR ADVANCE  
WARNING SIGNS**



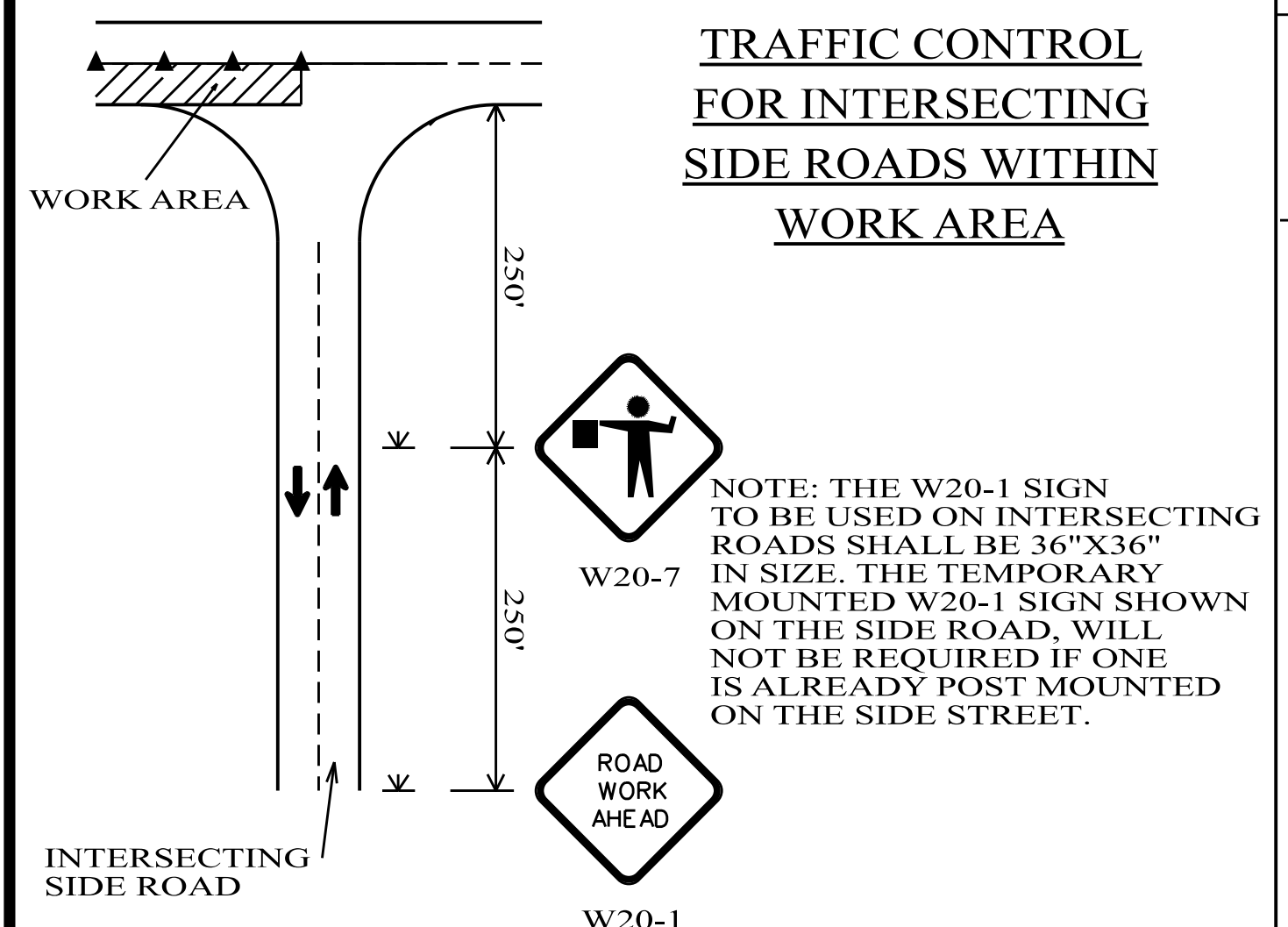
REQUIRED SIGN SIZES	
G20-2	36" X 18"
W20-1	36" X 36"
W20-4	36" X 36"
W20-7	36" X 36"

**GENERAL NOTES**

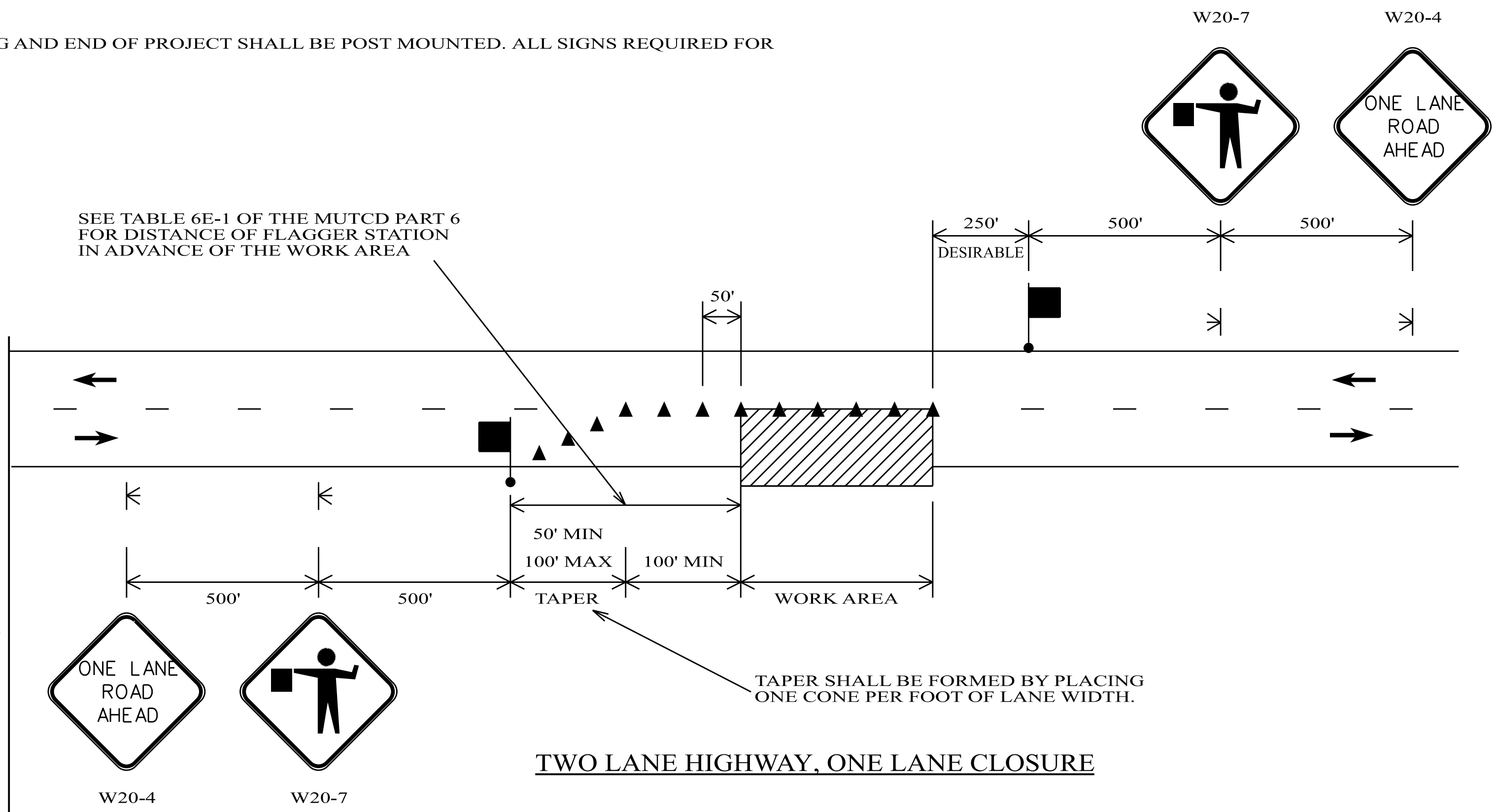
- ALL ADVANCE WARNING SIGNS REQUIRED AT THE BEGINNING AND END OF PROJECT SHALL BE POST MOUNTED. ALL SIGNS REQUIRED FOR THE LANE CLOSURE SHALL BE TEMPORARY MOUNTED.

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

**TRAFFIC CONTROL  
FOR INTERSECTING  
SIDE ROADS WITHIN  
WORK AREA**



SEE TABLE 6E-1 OF THE MUTCD PART 6 FOR DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORK AREA



**TWO LANE HIGHWAY, ONE LANE CLOSURE**

**LEGEND**

- TEMPORARY MOUNTED SIGN
- POST MOUNTED SIGN
- CONES
- FLAGGER
- WORK AREA

NO.	REVISIONS DESCRIPTION	BY	CHK	DATE

**SAIN ASSOCIATES**  
Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Phone: (205) 940-6420  
Website: www.sain.com

**TRAFFIC CONTROL PLAN DETAILS**  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY	EW	JOB NO.	23-0375
CKD. BY	RH	SCALE	N.T.S
PROJ. MGR.	NC	DATE	04-14-26

NOT TO SCALE

--SPECIFICATIONS--  
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

**ALABAMA DEPARTMENT OF TRANSPORTATION**  
1409 COLISEUM BOULEVARD  
MONTGOMERY, AL 36130-3050

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**REVISIONS:**

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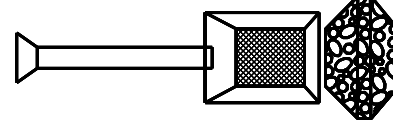
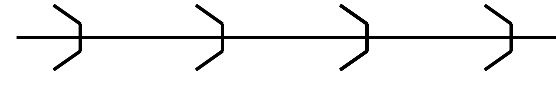

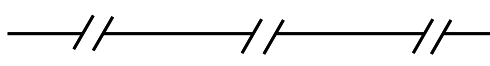
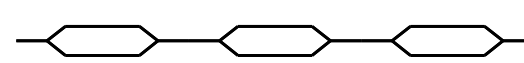
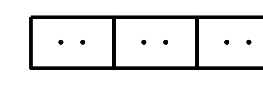

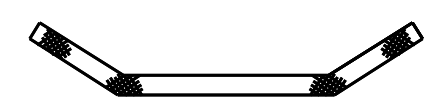
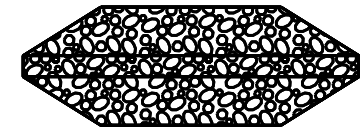
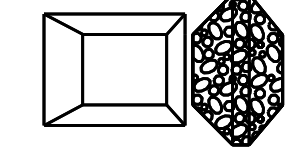
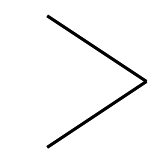
Bureau Std Engr: D.J.W.  
DRAWN BY: \_\_\_\_\_  
DATE DRAWN: \_\_\_\_\_  
REVISED DATE: 3-24-2021

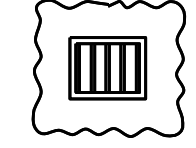

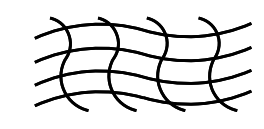
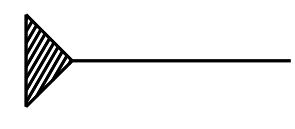
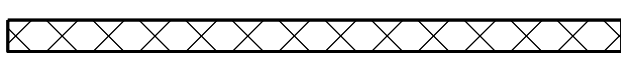
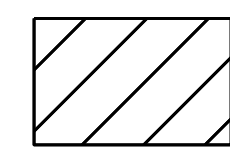

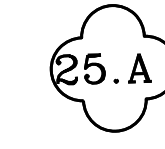

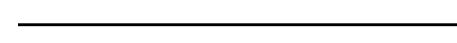
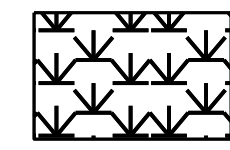
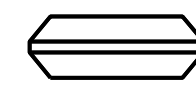
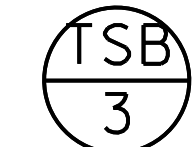

DESIGN BUREAU SPECIAL DRAWING  
**DETAILS FOR TRAFFIC CONTROL  
FOR TWO LANE HIGHWAYS**

SPECIAL DRAWING NO  
**SPECIAL PROJECT DETAIL**

SHEET NO.  
**13B**

# BEST MANAGEMENT PRACTICES (BMP's)

TEMPORARY SLOPE DRAIN PIPE WITH ROCK DITCH CHECK AND SUMP EXCAVATION	
TEMPORARY EARTH BERM	
BRUSH BARRIER	
SILT FENCE SEDIMENT BARRIER	
FLOATING BASIN BOOM	
HAY BALE DITCH CHECK	
SAND BAG DITCH CHECK	
WATTLE DITCH CHECK	
ROCK DITCH CHECK	
ROCK DITCH CHECK WITH SUMP EXCAVATION	
SILT FENCE DITCH CHECK	

INLET PROTECTION	
STABILIZED CONSTRUCTION ENTRANCE	
EROSION CONTROL PRODUCTS	
SLOPE DRAIN	
TEMPORARY EARTH BERM WITH POLYETHYLENE	
DREDGE, FILL	
PRIMARY STORMWATER DISCHARGE POINT	
SECONDARY STORMWATER DISCHARGE POINT	
BACKGROUND POINT	
SEDIMENT RETENTION BARRIER	
SOLID SODDING	
TEMPORARY RIPRAP BERM	
TEMPORARY SEDIMENTATION BASIN	
PERMANENT DETENTION BASIN	

## EROSION AND SEDIMENT CONTROL PHASES



INITIAL PHASE - AS CLEARING BEGINS AND PRIOR TO ANY GRUBBING OR GRADING WORK.

INTERMEDIATE PHASE - AS NEEDED. AS WORK IS ONGOING AND ADVANCING TOWARD COMPLETION.

FINAL CONSTRUCTION - AS WORK IS COMPLETED AND PERMANENT VEGETATION IS ESTABLISHED.



NO	REVISIONS DESCRIPTION	BY	CHK	DATE

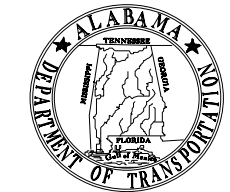
  
**SAIN ASSOCIATES**  


Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243  
 Phone: (205) 940-6420  
 Website: www.sain.com

DRAWING NAME: EROSION AND SEDIMENT CONTROL LEGEND  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

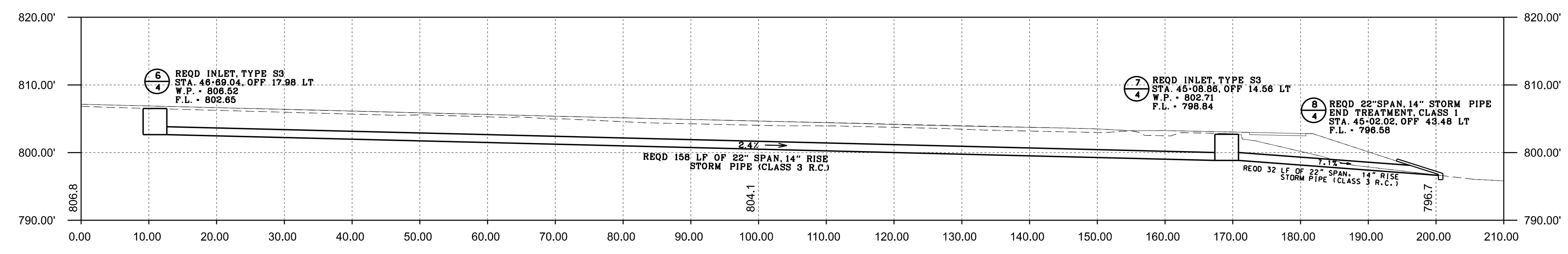
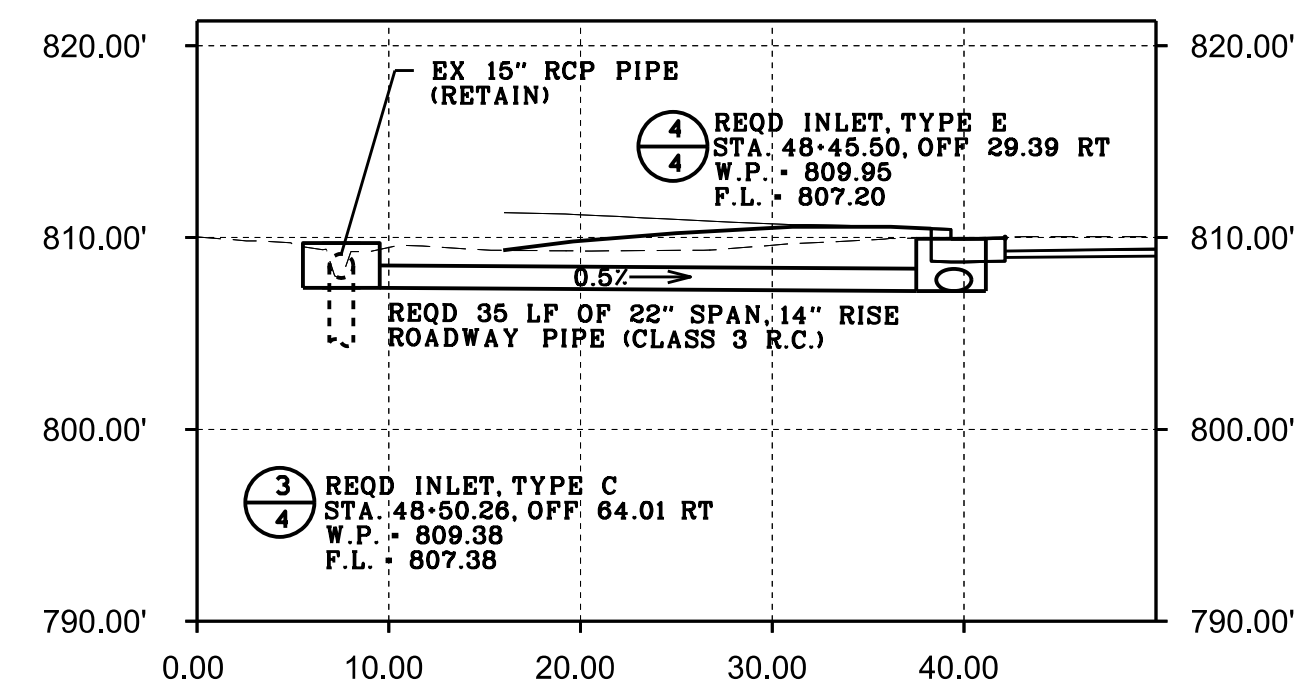
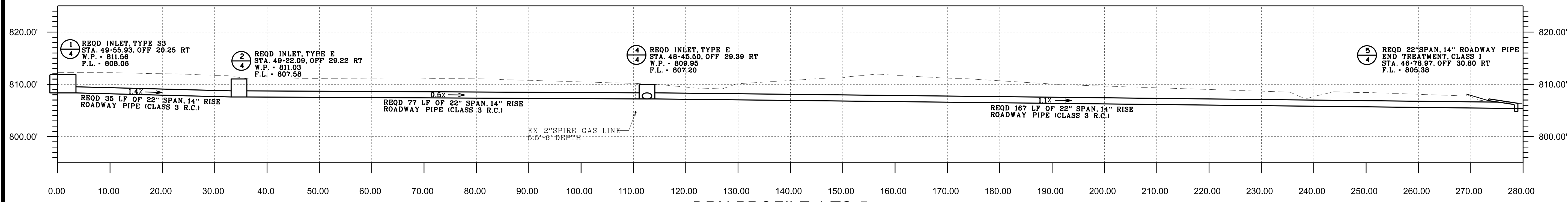
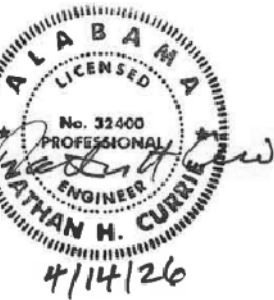
--SPECIFICATIONS--  
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS     	 <b>ALABAMA DEPARTMENT OF TRANSPORTATION</b> 1409 COLISEUM BOULEVARD MONTGOMERY, AL 36130-3050 DESIGN BUREAU SPECIAL DRAWING	<table border="1" style="font-size: x-small;"> <tr> <td>DRN. BY</td> <td>JOB NO.</td> </tr> <tr> <td>EW</td> <td>23-0375</td> </tr> <tr> <td>CKD. BY</td> <td>SCALE</td> </tr> <tr> <td>RH</td> <td>N.T.S</td> </tr> <tr> <td>PROJ. MGR.</td> <td>DATE</td> </tr> <tr> <td>NC</td> <td>04-14-26</td> </tr> </table>	DRN. BY	JOB NO.	EW	23-0375	CKD. BY	SCALE	RH	N.T.S	PROJ. MGR.	DATE	NC	04-14-26
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EW	23-0375													
CKD. BY	SCALE													
RH	N.T.S													
PROJ. MGR.	DATE													
NC	04-14-26													
<b>EROSION &amp; SEDIMENT CONTROL LEGEND</b> SPECIAL DRAWING NO. _____ INDEX NO. _____ SPECIAL PROJECT DETAIL		SHEET NO. <h1 style="margin: 0;">14</h1>												

Bureau Std Engr: J.T.  
 DRAWN BY: N.D.F. DATE DRAWN: 07-28-23





NO	REVISIONS DESCRIPTION	BY	CHKD	DATE

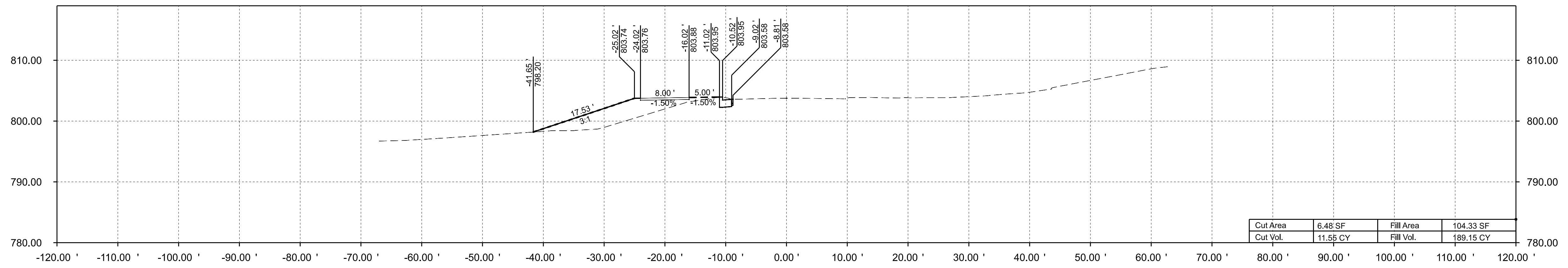
Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243  
 Phone: (205) 940-6420  
 Website: www.sain.com

**SAIN ASSOCIATES**

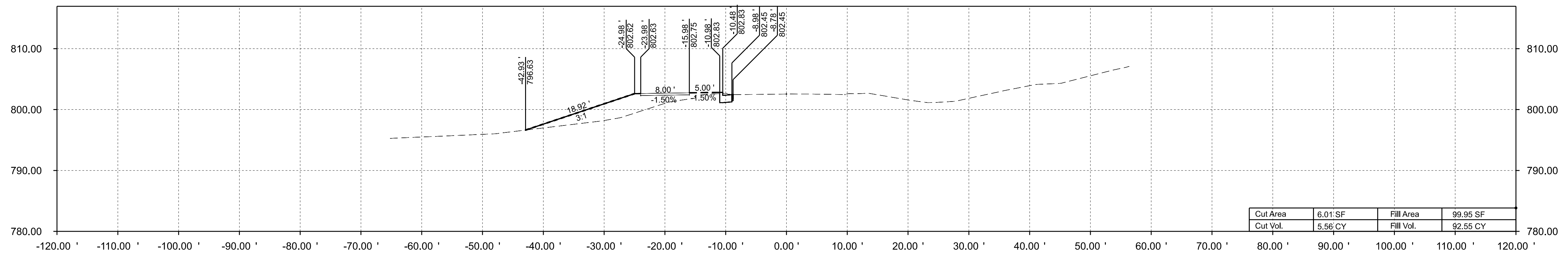
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 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
RH	1" = 10'
PROJ. MGR.	DATE
NC	04-14-26

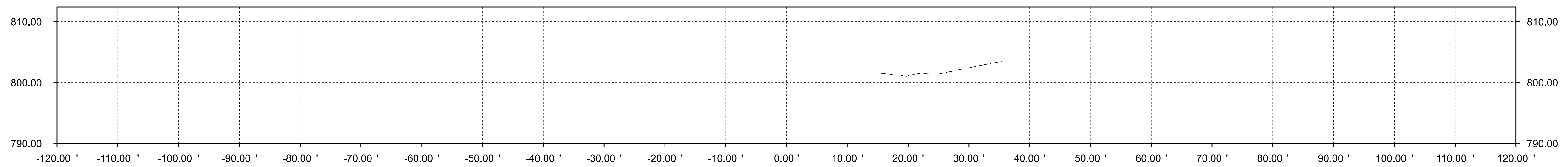
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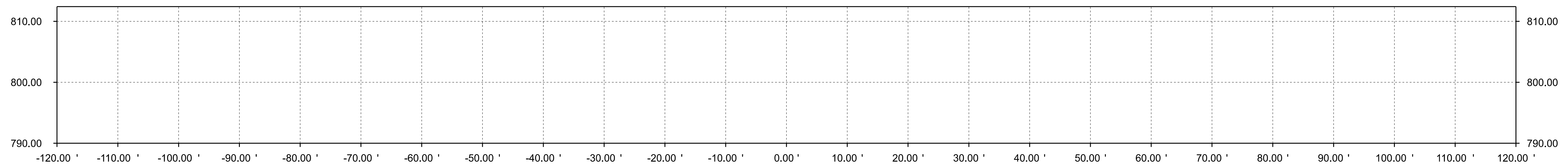
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CL WAVERLY PKWY



STA 45+00  
CL WAVERLY PKWY



STA 44+50  
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STA 44+00  
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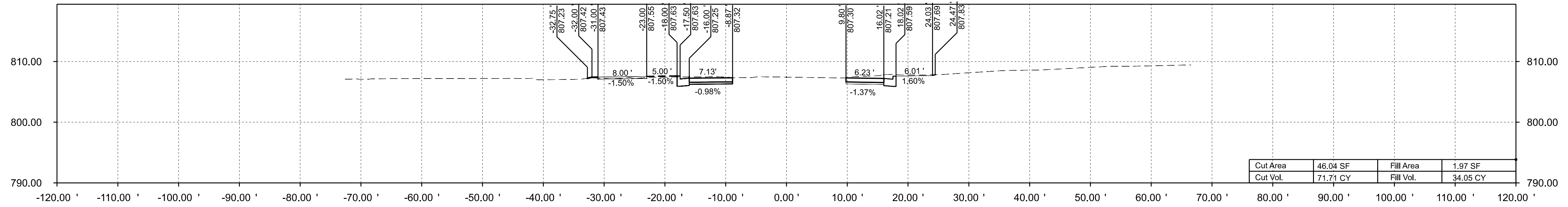
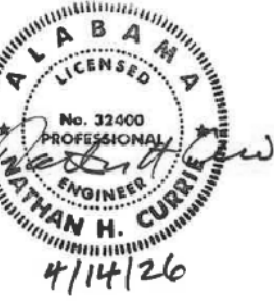
Two Perimeter Park South  
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Birmingham, Alabama 35243  
Phone: (205) 940-6420  
Website: www.sain.com



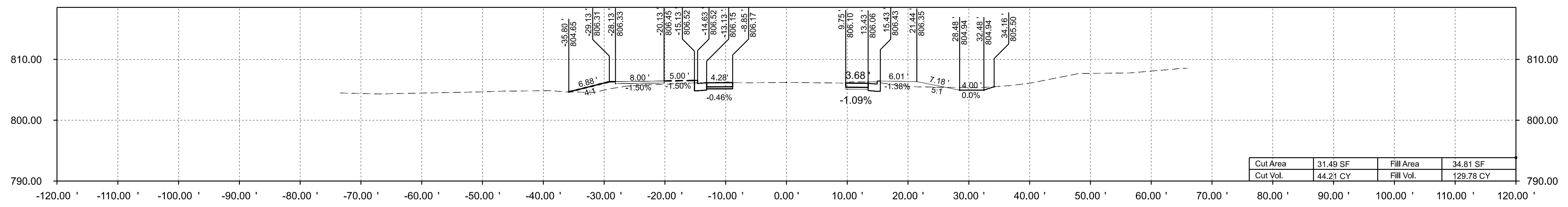
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**WAVERLY PKWY @ DUNLOP DR**  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
AB	1" = 10'
PROJ. MGR.	DATE
NC	04-14-26

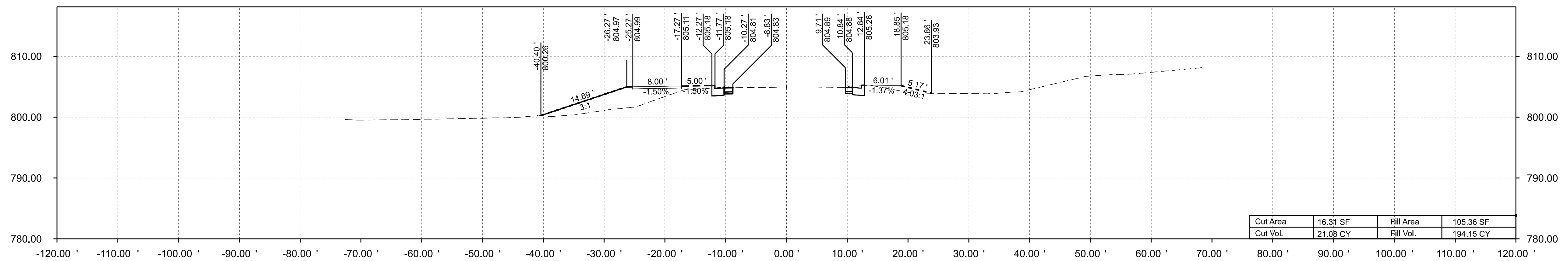
SHEET NO.  
18



STA 47+00  
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STA 46+50  
CL WAVERLY PKWY



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NO	REVISIONS	DESCRIPTION	BY	CHK	DATE

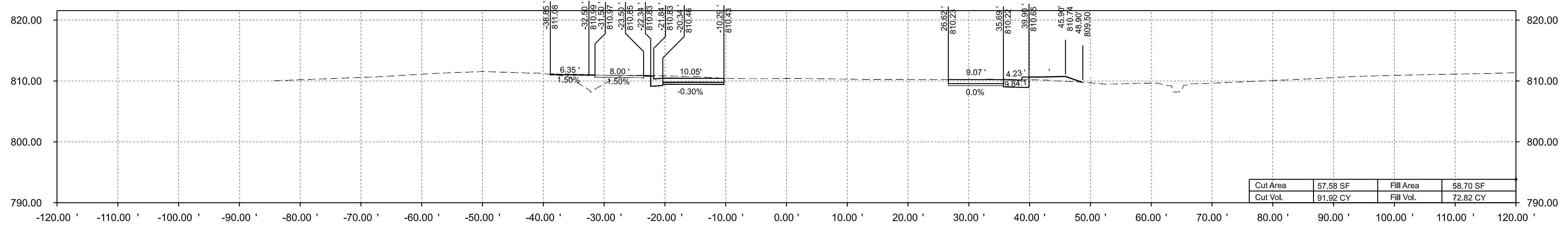
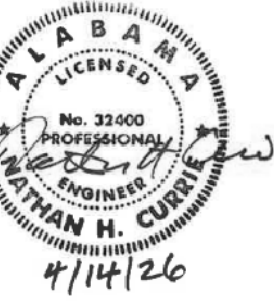
**SAIN ASSOCIATES**  
Two Perimeter Park South  
Suite 500 East  
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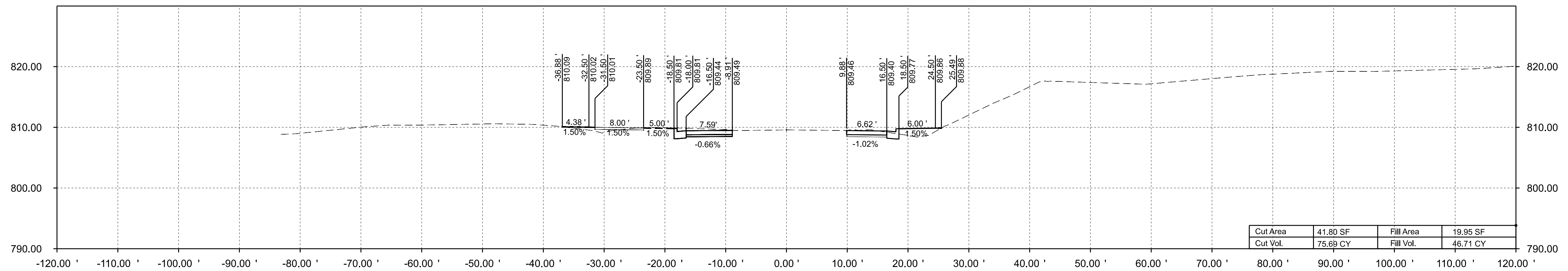
**CROSS SECTIONS**  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY	EW	JOB NO.	23-0375
CKD. BY	AB	SCALE	1" = 10'
PROJ. MGR.	NC	DATE	04-14-26

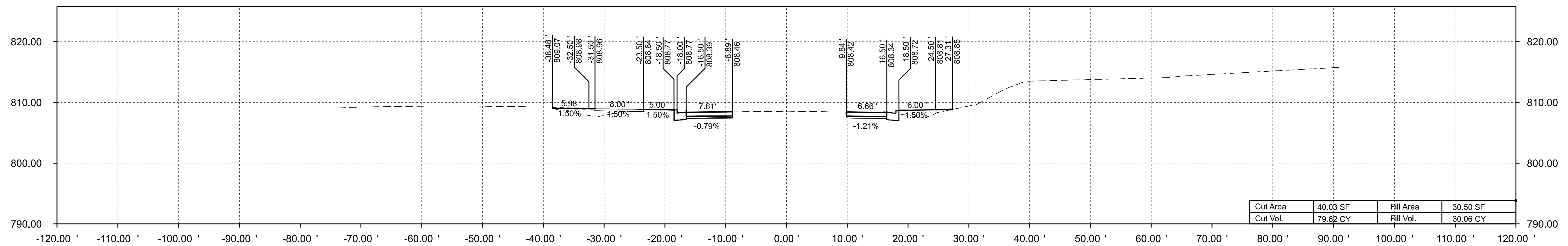
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NO	REVISIONS	DESCRIPTION	BY	CHK	DATE

**SAIN ASSOCIATES**

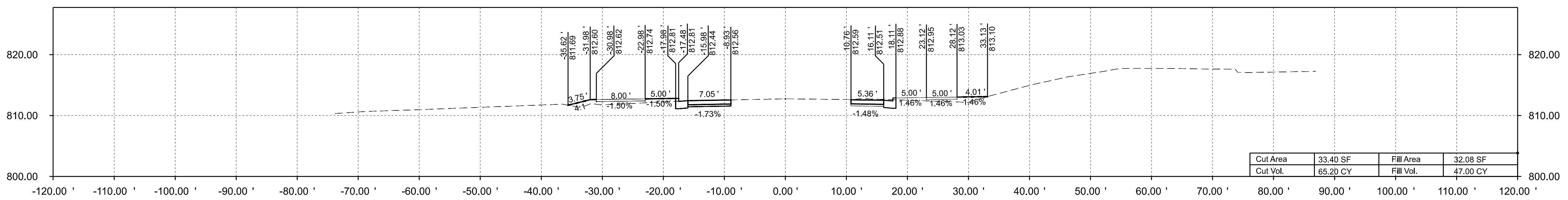
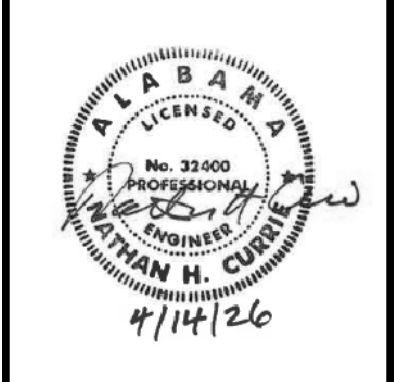
Two Perimeter Park South  
Suite 500 East  
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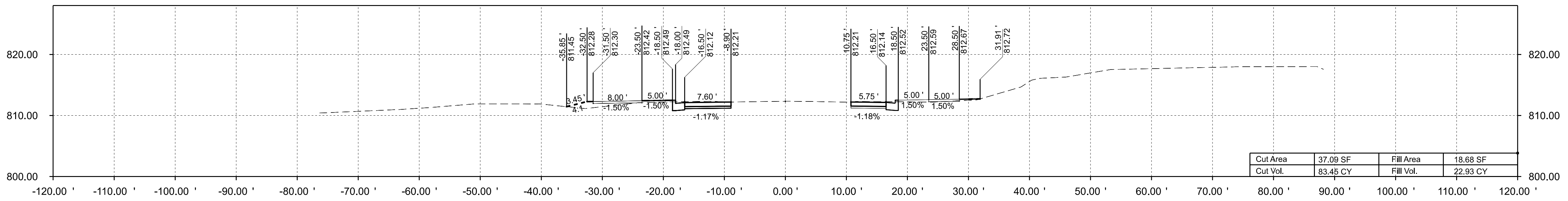
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CROSS SECTIONS  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY	JOB NO.
EW	23-0375
CKD. BY	SCALE
AB	1" = 10'
PROJ. MGR.	DATE
NC	04-14-26

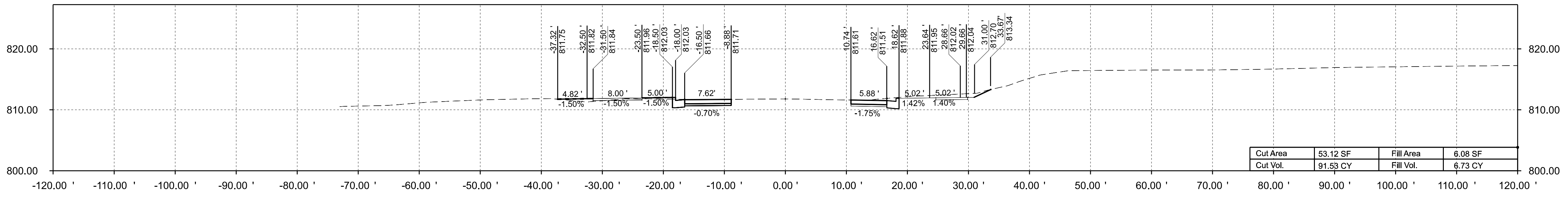
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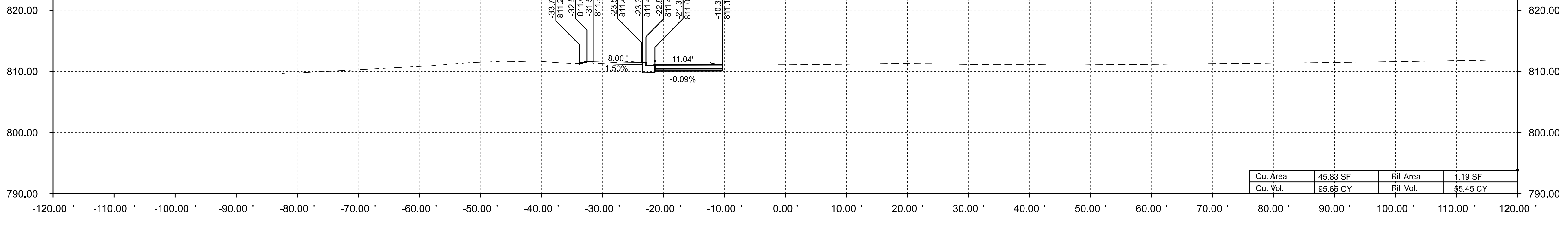
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STA 50+00  
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STA 49+50  
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STA 49+00  
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NO	REVISIONS	DESCRIPTION	DATE

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Birmingham, Alabama 35243  
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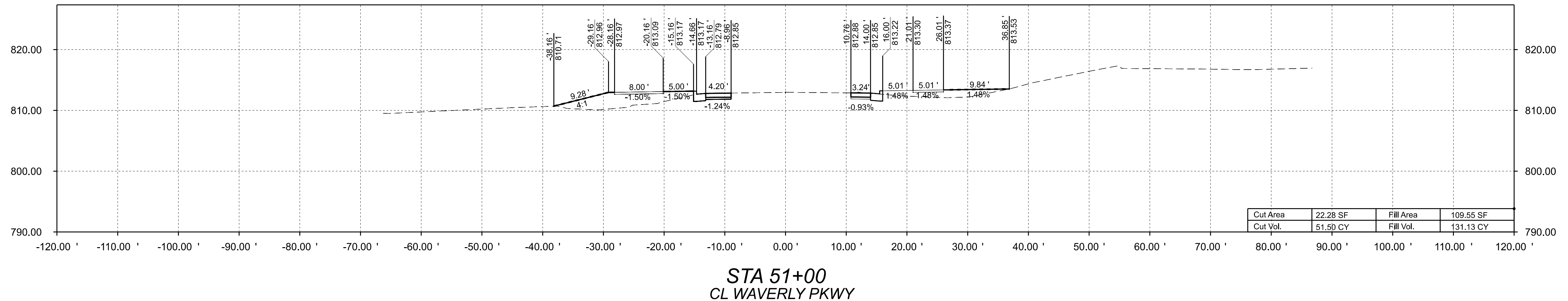
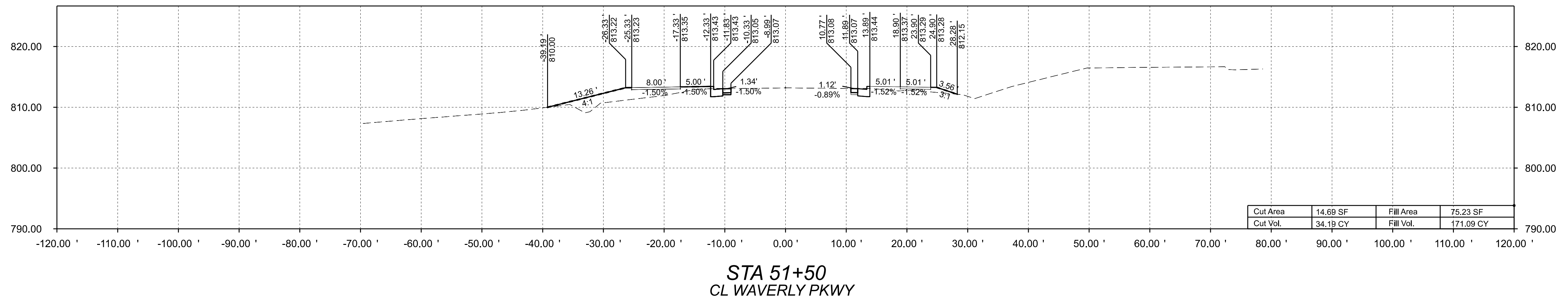
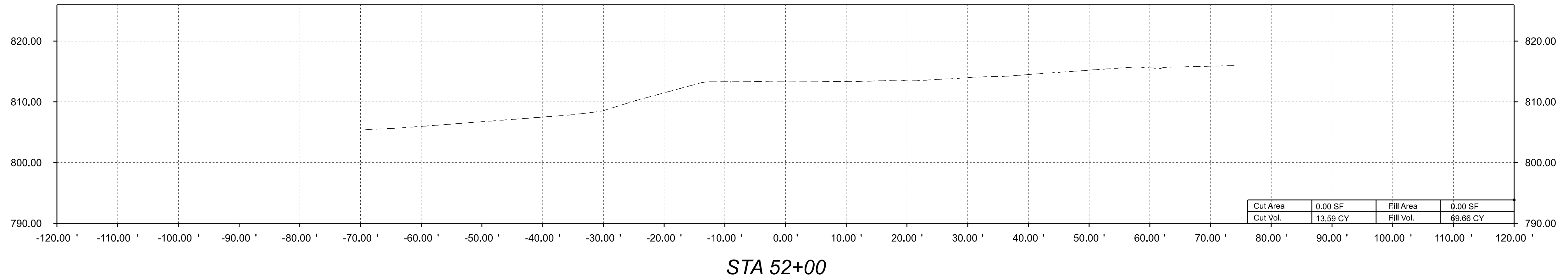
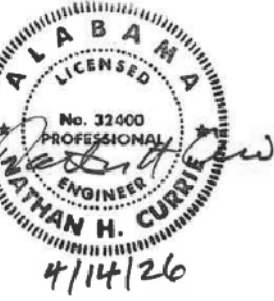
**SAIN ASSOCIATES**



DRAWING NAME CROSS SECTIONS  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

DRN. BY	EW	JOB NO.	23-0375
CKD. BY	AB	SCALE	1" = 10'
PROJ. MGR.	NC	DATE	04-14-26

SHEET NO.  
21



NO	REVISIONS	DESCRIPTION	BY	CKD	DATE

**SAIN ASSOCIATES**

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Birmingham, Alabama 35243  
Phone: (205) 940-6420  
Website: www.sain.com



**DRAWING NAME**  
CROSS SECTIONS  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA  
FOR  
CITY OF OPELIKA  
OPELIKA, ALABAMA

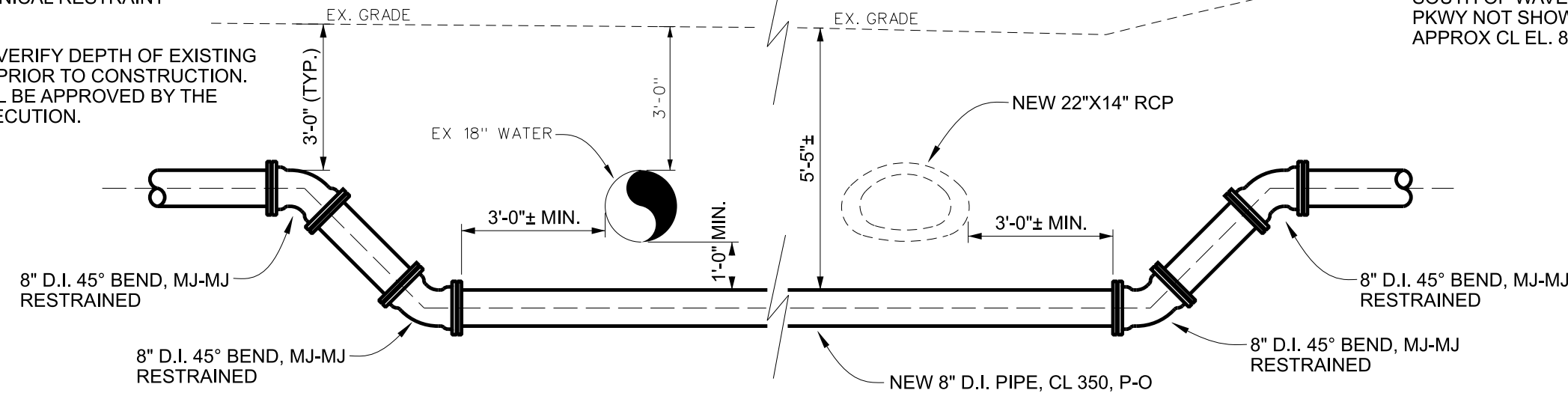
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<b>CKD. BY</b> AB	<b>SCALE</b> 1" = 10'
<b>PROJ. MGR.</b> NC	<b>DATE</b> 04-14-26

**SHEET NO.**  
22

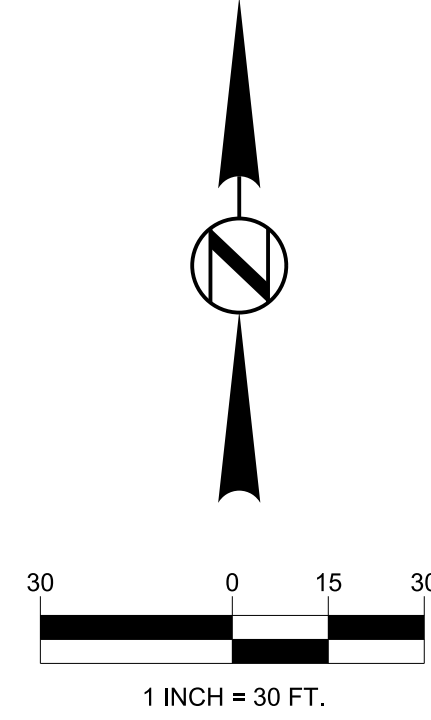
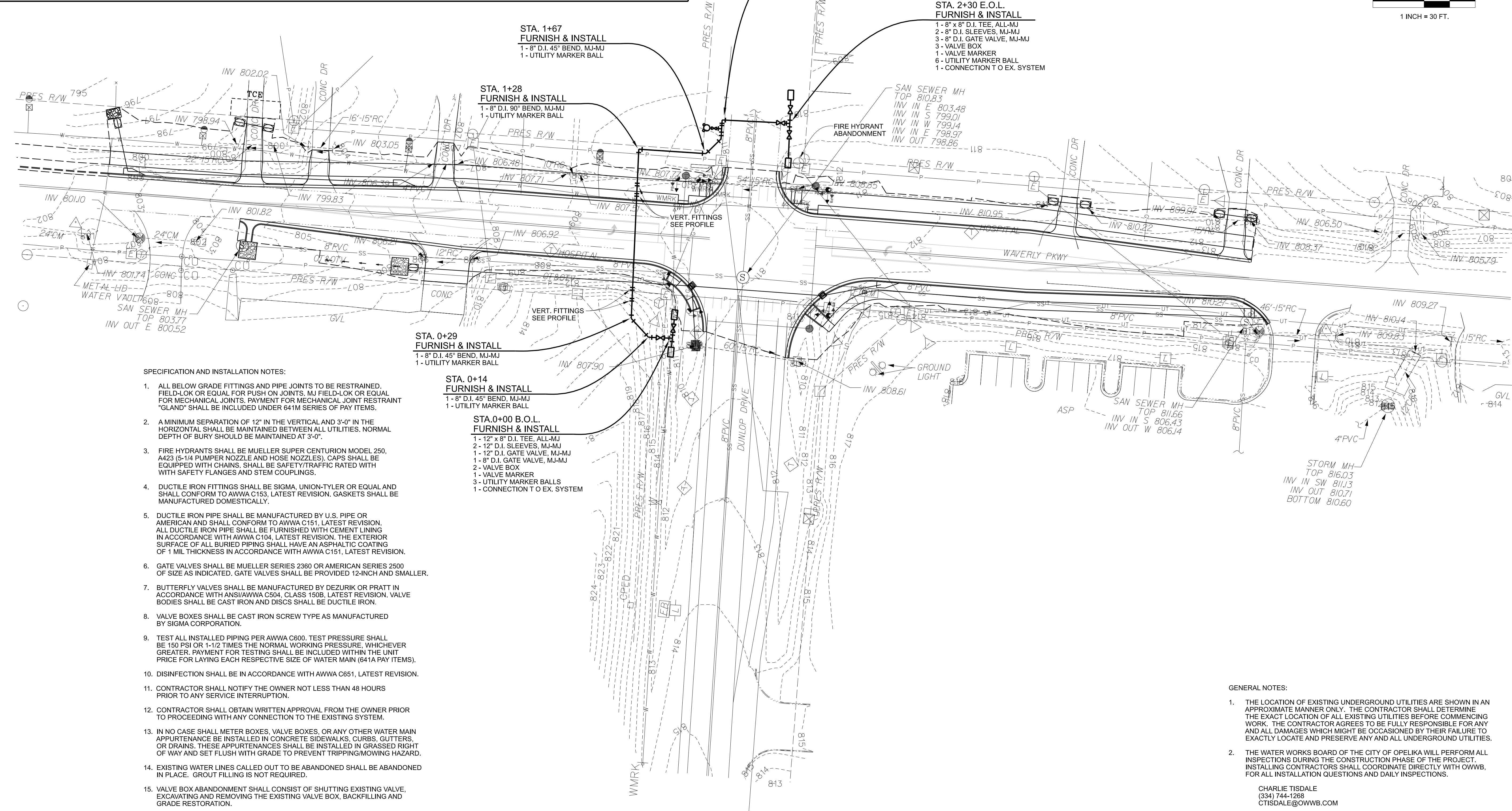
ALL PIPING AND FITTINGS FULLY RESTRAINED BY APPROVED MECHANICAL RESTRAINT

CONTRACTOR SHALL VERIFY DEPTH OF EXISTING 18-INCH WATER MAIN PRIOR TO CONSTRUCTION. MODIFICATIONS SHALL BE APPROVED BY THE OWNER PRIOR TO EXECUTION.

GRAVITY SEWER LINE SOUTH OF WAVERLY PKWY NOT SHOWN, APPROX CL. EL. 800.04'



**CROSSING OF WAVERLY PARKWAY**



**SPECIFICATION AND INSTALLATION NOTES:**

- ALL BELOW GRADE FITTINGS AND PIPE JOINTS TO BE RESTRAINED. FIELD-LOK OR EQUAL FOR PUSH ON JOINTS. MJ FIELD-LOK OR EQUAL FOR MECHANICAL JOINTS. PAYMENT FOR MECHANICAL JOINT RESTRAINT "GLAND" SHALL BE INCLUDED UNDER 641M SERIES OF PAY ITEMS.
- A MINIMUM SEPARATION OF 12" IN THE VERTICAL AND 3'-0" IN THE HORIZONTAL SHALL BE MAINTAINED BETWEEN ALL UTILITIES. NORMAL DEPTH OF BURY SHOULD BE MAINTAINED AT 3'-0".
- FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION MODEL 250, A423 (5-1/4 PUMPER NOZZLE AND HOSE NOZZLES). CAPS SHALL BE EQUIPPED WITH CHAINS. SHALL BE SAFETY/TRAFFIC RATED WITH WITH SAFETY FLANGES AND STEM COUPLINGS.
- DUCTILE IRON FITTINGS SHALL BE SIGMA, UNION-TYLER OR EQUAL AND SHALL CONFORM TO AWWA C153, LATEST REVISION. GASKETS SHALL BE MANUFACTURED DOMESTICALLY.
- DUCTILE IRON PIPE SHALL BE MANUFACTURED BY U.S. PIPE OR AMERICAN AND SHALL CONFORM TO AWWA C151, LATEST REVISION. ALL DUCTILE IRON PIPE SHALL BE FURNISHED WITH CEMENT LINING IN ACCORDANCE WITH AWWA C104, LATEST REVISION. THE EXTERIOR SURFACE OF ALL BURIED PIPING SHALL HAVE AN ASPHALTIC COATING OF 1 MIL THICKNESS IN ACCORDANCE WITH AWWA C151, LATEST REVISION.
- GATE VALVES SHALL BE MUELLER SERIES 2360 OR AMERICAN SERIES 2500 OF SIZE AS INDICATED. GATE VALVES SHALL BE PROVIDED 12-INCH AND SMALLER.
- BUTTERFLY VALVES SHALL BE MANUFACTURED BY DEZURIK OR PRATT IN ACCORDANCE WITH ANSIAWWA C504, CLASS 150B, LATEST REVISION. VALVE BODIES SHALL BE CAST IRON AND DISCS SHALL BE DUCTILE IRON.
- VALVE BOXES SHALL BE CAST IRON SCREW TYPE AS MANUFACTURED BY SIGMA CORPORATION.
- TEST ALL INSTALLED PIPING PER AWWA C600. TEST PRESSURE SHALL BE 150 PSI OR 1-1/2 TIMES THE NORMAL WORKING PRESSURE, WHICHEVER GREATER. PAYMENT FOR TESTING SHALL BE INCLUDED WITHIN THE UNIT PRICE FOR LAYING EACH RESPECTIVE SIZE OF WATER MAIN (641A PAY ITEMS).
- DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA C651, LATEST REVISION.
- CONTRACTOR SHALL NOTIFY THE OWNER NOT LESS THAN 48 HOURS PRIOR TO ANY SERVICE INTERRUPTION.
- CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE OWNER PRIOR TO PROCEEDING WITH ANY CONNECTION TO THE EXISTING SYSTEM.
- IN NO CASE SHALL METER BOXES, VALVE BOXES, OR ANY OTHER WATER MAIN APPURTENANCE BE INSTALLED IN CONCRETE SIDEWALKS, CURBS, GUTTERS, OR DRAINS. THESE APPURTENANCES SHALL BE INSTALLED IN GRASSED RIGHT OF WAY AND SET FLUSH WITH GRADE TO PREVENT TRIPPING/MOWING HAZARD.
- EXISTING WATER LINES CALLED OUT TO BE ABANDONED SHALL BE ABANDONED IN PLACE. GROUT FILLING IS NOT REQUIRED.
- VALVE BOX ABANDONMENT SHALL CONSIST OF SHUTTING EXISTING VALVE, EXCAVATING AND REMOVING THE EXISTING VALVE BOX, BACKFILLING AND GRADE RESTORATION.
- FIRE HYDRANT ABANDONMENT SHALL CONSIST OF SHUTTING EXISTING VALVE, ON DUNLOP ROAD, EXCAVATING AND REMOVING THE EXISTING HYDRANT, BACKFILLING AND GRADE RESTORATION.
- UNDERGROUND UTILITY MARKERS SHALL BE MODEL 1403-XR BY 3M COMPANY (BULE IN COLOR).

**WATER PLAN**  
SCALE 1" = 30'

**STA. 1+86 FURNISH & INSTALL**  
1 - 8" D.I. 90° BEND, MJ-MJ  
1 - 8" D.I. 45° BEND, MJ-MJ  
1 - FIRE HYDRANT ASSEMBLY  
3 - UTILITY MARKER BALL

**STA. 2+30 E.O.L. FURNISH & INSTALL**  
1 - 8" x 8" D.I. TEE, ALL-MJ  
2 - 8" D.I. SLEEVES, MJ-MJ  
3 - 8" D.I. GATE VALVE, MJ-MJ  
3 - VALVE BOX  
1 - VALVE MARKER  
6 - UTILITY MARKER BALL  
1 - CONNECTION TO EX. SYSTEM

**STA. 1+67 FURNISH & INSTALL**  
1 - 8" D.I. 45° BEND, MJ-MJ  
1 - UTILITY MARKER BALL

**STA. 1+28 FURNISH & INSTALL**  
1 - 8" D.I. 90° BEND, MJ-MJ  
1 - UTILITY MARKER BALL

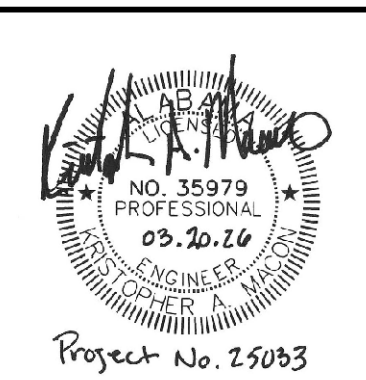
**STA. 0+29 FURNISH & INSTALL**  
1 - 8" D.I. 45° BEND, MJ-MJ  
1 - UTILITY MARKER BALL

**STA. 0+14 FURNISH & INSTALL**  
1 - 8" D.I. 45° BEND, MJ-MJ  
1 - UTILITY MARKER BALL

**STA. 0+00 B.O.L. FURNISH & INSTALL**  
1 - 12" x 8" D.I. TEE, ALL-MJ  
2 - 12" D.I. SLEEVES, MJ-MJ  
1 - 12" D.I. GATE VALVE, MJ-MJ  
1 - 8" D.I. GATE VALVE, MJ-MJ  
2 - VALVE BOX  
1 - VALVE MARKER  
3 - UTILITY MARKER BALLS  
1 - CONNECTION TO EX. SYSTEM

**GENERAL NOTES:**

- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
  - THE WATER WORKS BOARD OF THE CITY OF OPELIKA WILL PERFORM ALL INSPECTIONS DURING THE CONSTRUCTION PHASE OF THE PROJECT. INSTALLING CONTRACTORS SHALL COORDINATE DIRECTLY WITH OWWB, FOR ALL INSTALLATION QUESTIONS AND DAILY INSPECTIONS.
- CHARLIE TISDALE  
(334) 744-1268  
CTISDALE@OWWB.COM
- DETAILED CONSTRUCTION SPECIFICATIONS, IN ADDITION TO THOSE PROVIDED HEREIN, CAN BE FOUND AT WWW.OWWB.COM.
  - THE EXACT LOCATION AND QUANTITY OF UNDERGROUND UTILITY MARKERS SHALL BE CORRDINATED DIRECTLY WITH THE OWNERS INSPECTOR DURING CONSTRUCTION.



NO	BID	ISSUE	DRAWINGS	REVISIONS	DESCRIPTION
1					

2100 River Haven Drive  
Suite 100  
Birmingham, AL 35244  
Phone: (205) 987-7411  
Website: KrebsEng.com

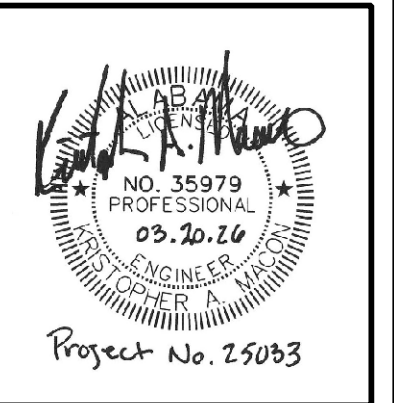
**KREBS ENGINEERING**

**DRAWING NAME**  
WATER LINE PLAN & DETAILS  
WAVERLY PKWY @ DUNLOP DR  
OPELIKA, ALABAMA

FOR  
**CITY OF OPELIKA**  
OPELIKA, ALABAMA

DRN. BY	JOB NO.
KAM	25033
CKD. BY	SCALE
KAM	1" = 30'
PROJ. MGR.	DATE
--	03-20-26

SHEET NO.  
**WM-01**



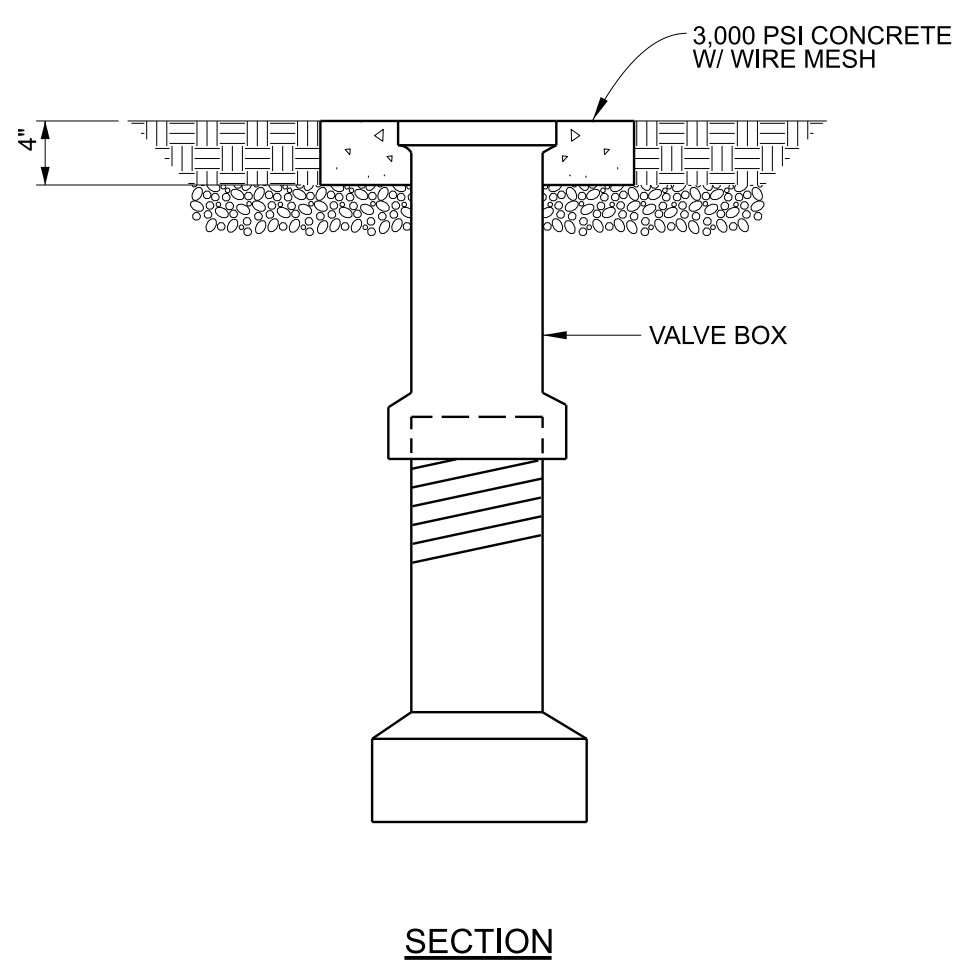
NO	ISSUE	DESCRIPTION	DATE
1	BID	ISSUE DRAWINGS	03-20-26

2100 River Haven Drive  
 Suite 100  
 Birmingham, AL 35244  
 Phone: (205) 987-7411  
 Website: KrebsEng.com

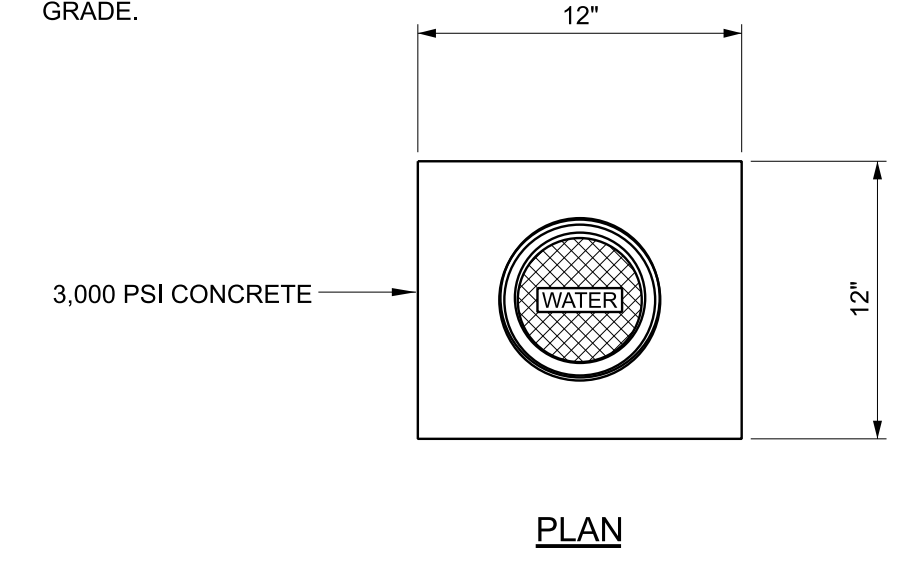
DRAWING NAME  
**WATER LINE DETAILS**  
 WAVERLY PKWY @ DUNLOP DR  
 OPELIKA, ALABAMA  
 FOR  
 CITY OF OPELIKA  
 OPELIKA, ALABAMA

DRN. BY KAM	JOB NO. 25033
CKD. BY KAM	SCALE NO SCALE
PROJ. MGR. --	DATE 03-20-26

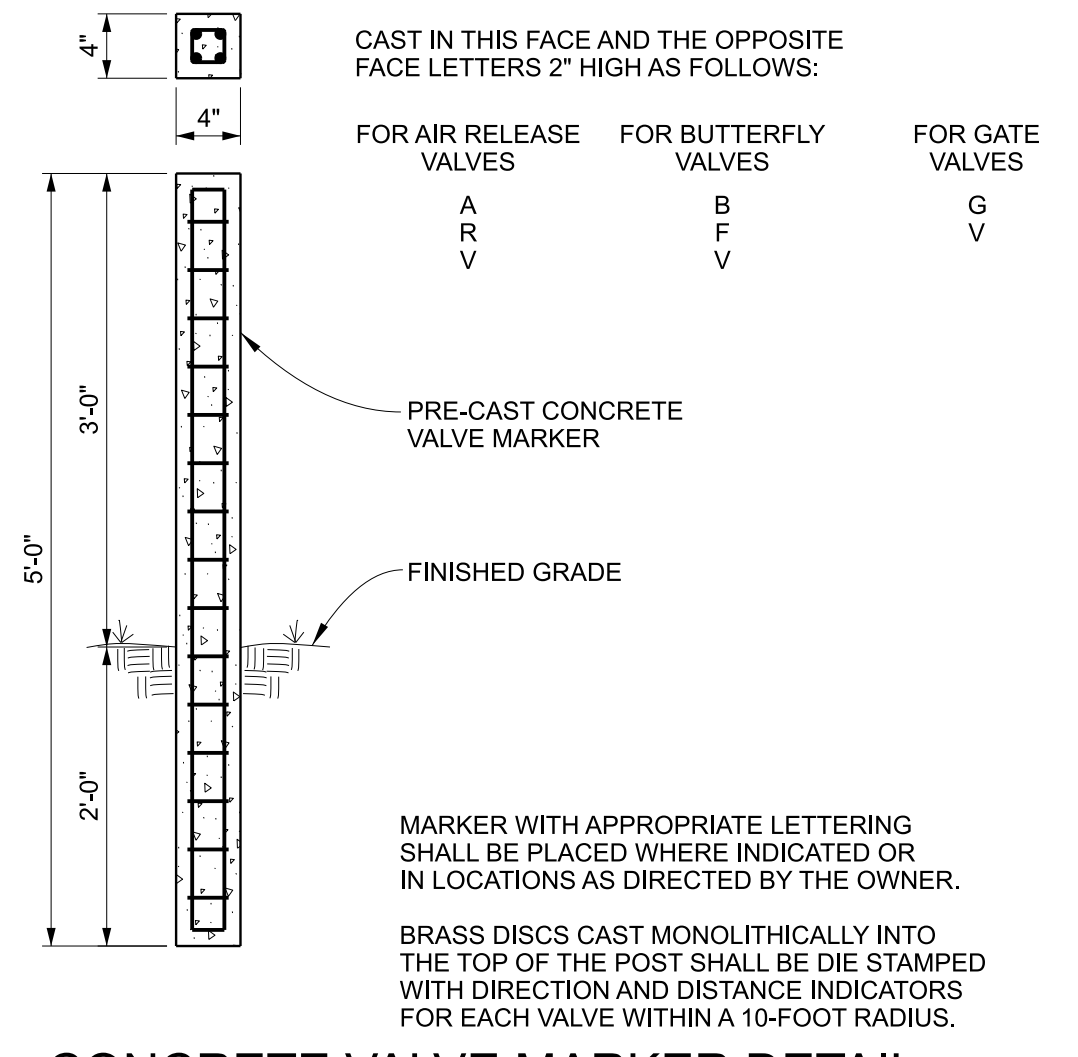
SHEET NO.  
**WM-02**



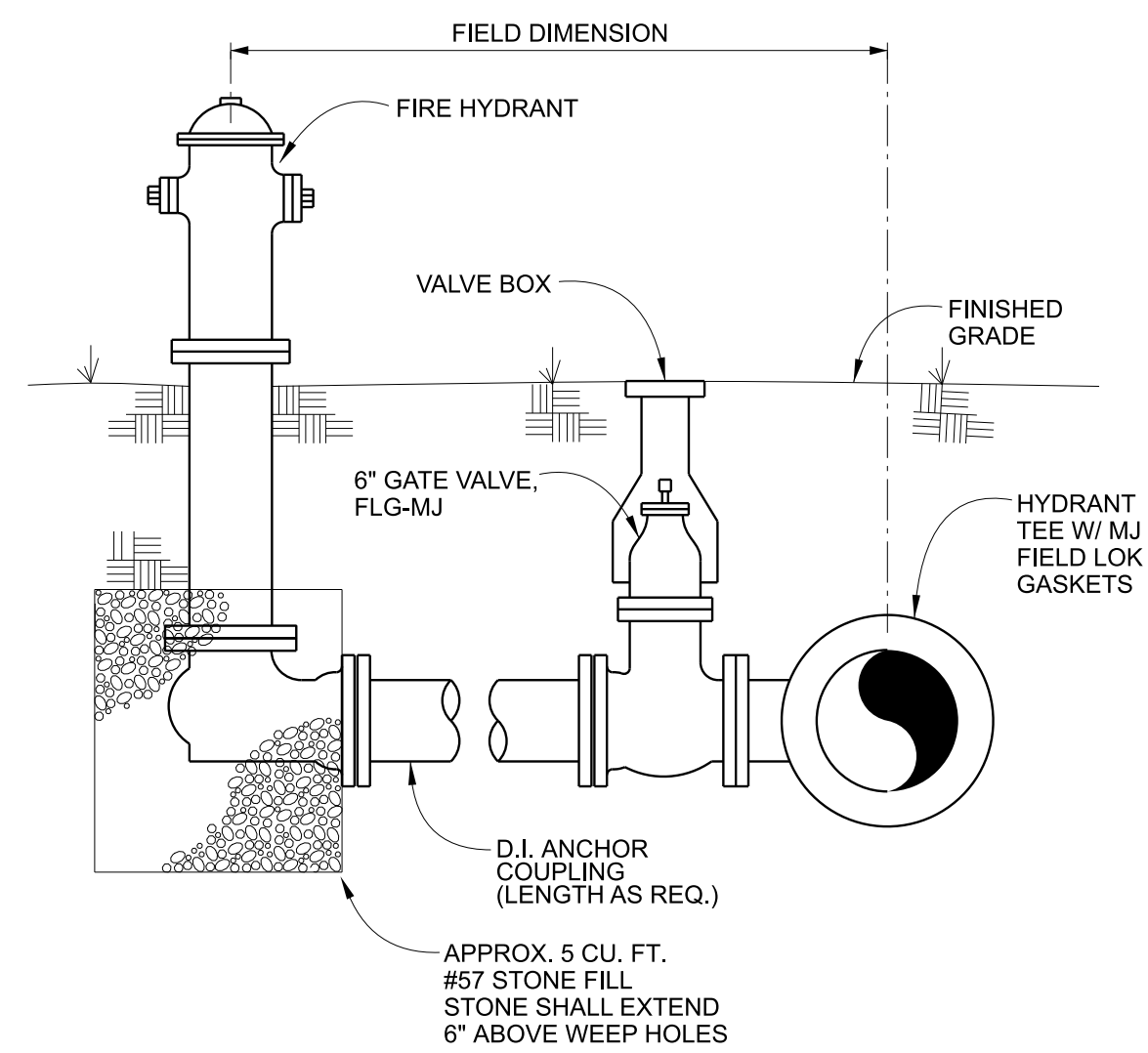
- NOTES:
1. VALVE BOX AND EXTENSION MATERIAL SHALL BE CAST IRON. DUCTILE IRON PIPE SHALL NOT BE USED AS AN EXTENSION.
  2. PRECAST CONCRETE RINGS ARE NOT ACCEPTABLE.
  3. VALVES SHALL BE INSTALLED SO THAT VALVE NUT IS NO MORE THAN 24" BELOW GRADE. VALVE STEM EXTENSIONS SHOULD BE PROVIDED AT LOCATIONS WHERE VALVE NUT IS GREATER THAN 24" BELOW GRADE.



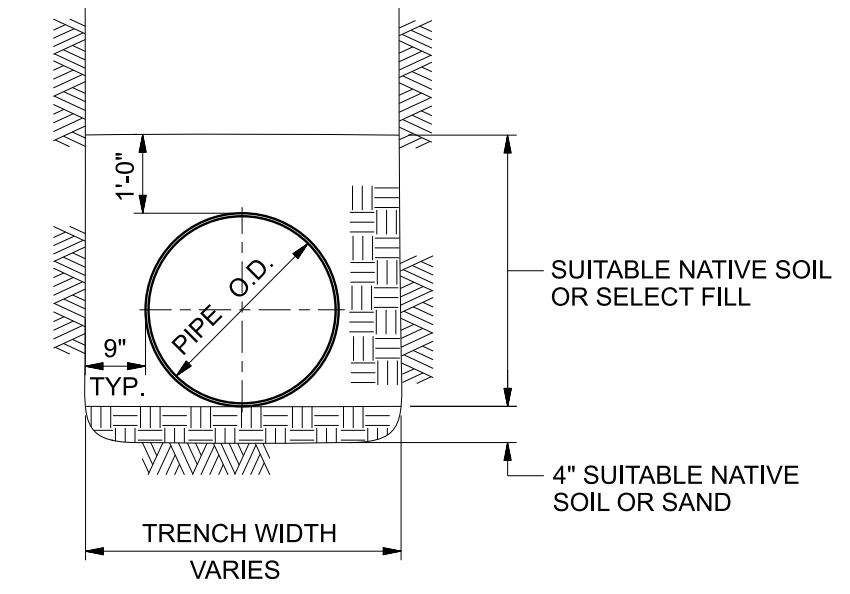
**VALVE BOX DETAIL**



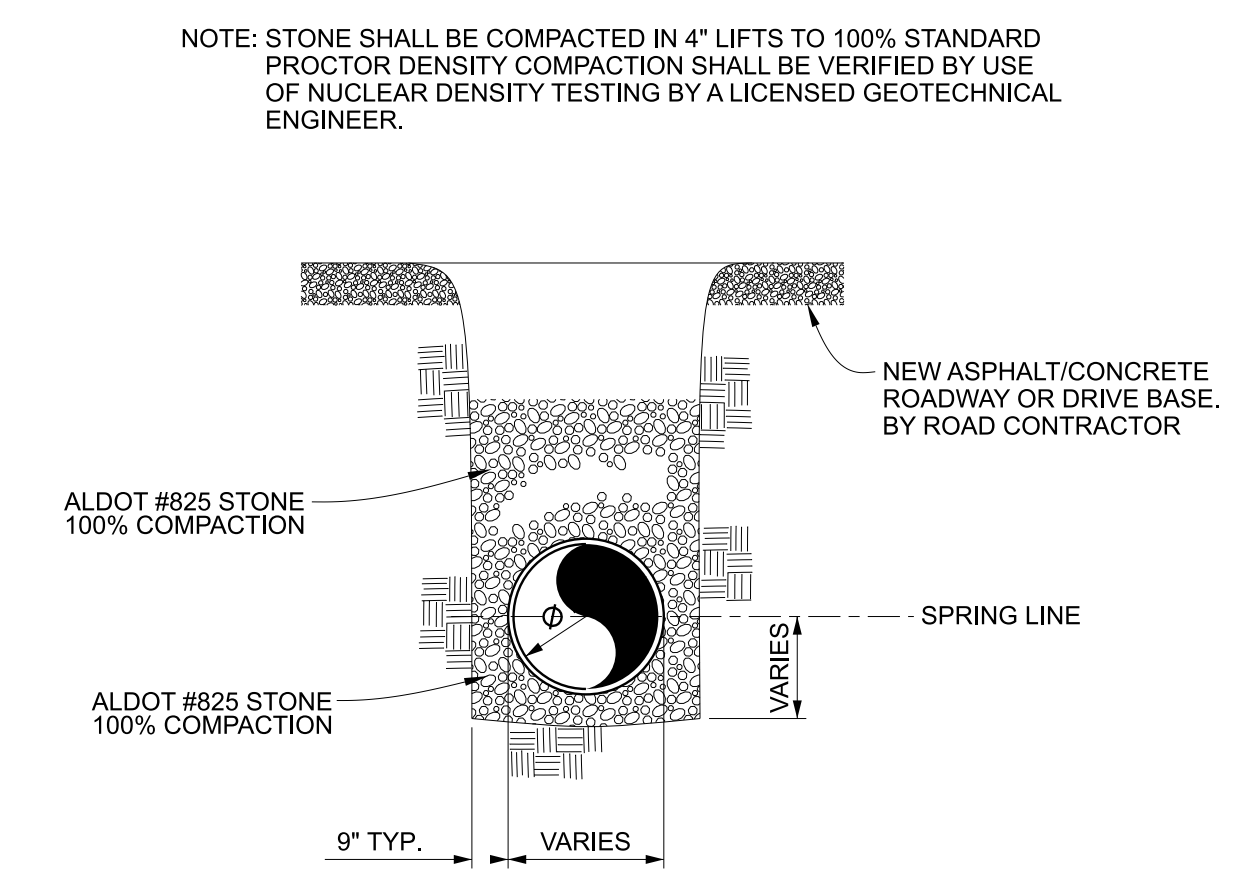
**CONCRETE VALVE MARKER DETAIL**



**FIRE HYDRANT ASSEMBLY DETAIL**



**PIPE BEDDING & BACKFILL DETAIL**



**PIPE TRENCH UNDER EX. PAVEMENT**

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 3/20/2026  
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