

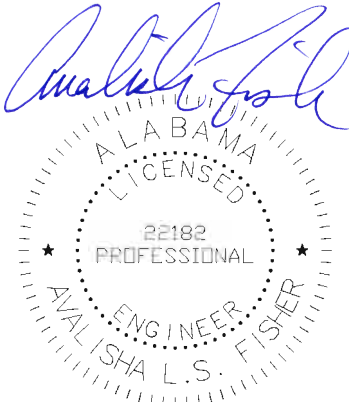
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS

SATSUMA STREETS RESURFACING
BALDWIN STREET, OAK AVE, BAKER RD, ORANGE AVE E,
BAYOU AVE E, PLATEAU AVE E

February 2024

City of Satsuma

Satsuma, Alabama



DRIVEN ENGINEERING, INC.
8005 Morris Hill Rd
SEMMES, ALABAMA 36575
251.649.4011

APPROVED
By Avalisha Fisher at 1:08 pm, Feb 21, 2024

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FOR REFERENCE ONLY
NOT FOR BIDDING
CONTRACTORS MUST PURCHASE
PLANS FROM AND REGISTER
WITH THE ENGINEER TO BE
ELIGIBLE TO BID

ADVERTISEMENT FOR BIDS

Sealed bids for the **Satsuma Streets Resurfacing** will be received by the **City of Satsuma**, at the **City Hall, until 9:00 a.m., Wednesday, March 13, 2024**, and then at said location publicly opened and read aloud.

A pre-bid conference will be held on MARCH 6, 2024, at 9 A.M., at the Satsuma City Hall, Satsuma, Alabama. All prospective bidders should have a representative present at the pre-bid conference.

Engineer's Estimate Range: \$150,000.00 to \$200,000.00 including additive alternate.

Deadline for request for information shall be Friday, March 8, 2024 @ 10:00 AM. All requests shall be submitted via email to Driven Engineering, Inc.

Plans and specifications may be purchased and printed via Driven Engineering, Inc. (\$150.00) and may also be viewed and examined at the City of Satsuma, 5464 Old Highway 43, Satsuma, AL 36572.

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

Guarantee will be required with each bid for at least 5% of the amount of the bid filed in the form of a certified check or Bid Bond payable to the City of Satsuma. Bid Bonds shall include certification that the bonding company is listed in Circular 570 of the U.S. Treasury Department. Each bidder must submit with his bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. The successful bidder will be required to submit 100% performance bond and a 50% payment bond.

Each bidder must be licensed as a Contractor in the State of Alabama in accordance with provisions of Chapter 8 of Title 34 of the Code of Alabama, 1985, and must submit with this bid satisfactory evidence of such license.

All bids SHALL be submitted in the Contract Specifications Book as issued by the Engineer. All bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, Bidder's license number, license expiration date, category, address, and name of the project. Envelopes containing bids must be addressed as follows, and delivered to the Honorable Mark Barlow, Mayor, City of Satsuma, 5464 Old Highway 43, Satsuma, AL 36572: Satsuma Streets Resurfacing, Project No. 23041.

The City of Satsuma is an equal opportunity employer and encourages the participation of women and minority owned businesses (OMBES) and Section 3 qualified contractors in all project contract procurements.

Honorable Mark Barlow

Mayor

INFORMATION FOR BIDDERS

Receipt and Opening of Bids: The City of Satsuma (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Hall, until 9:00 a.m., Wednesday, March 13, 2024, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Satsuma at 5464 Old Highway 43, Satsuma, AL 36572 and designated as Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E.

Delivery of Proposal: Each bid must be submitted in a sealed envelope, addressed to the City of Satsuma; 5464 Old Highway 43, Satsuma, AL 36572.

Each sealed envelope containing a bid must be plainly marked on the outside as "**Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E**" and the envelope should bear on the outside the name of the Bidder, his address, his license number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the **City of Satsuma at 5464 Old Highway 43, Satsuma, AL 36572.**

Preparation of Bid Form: All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The entire bid document booklet must be submitted.

Withdrawal of Bids: Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof, provided a request in writing executed by the Bidder or his duly authorized representative is filed with the Owner prior to that time. Upon receipt and confirmation of such notice, the unopened bid will be promptly returned. Except as provided in the foregoing, no bid may be withdrawn.

General: The Owner may waive any informalities or minor defects or reject any and all bids. Any bid received after the time and date specified shall not be considered. Except for the condition described below, no Bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Mistakes: The low bidder may seek withdrawal if his bid without forfeiture by providing written notice to the Owner within three working days after the date of the bid opening by providing convincing evidence he made a mistake in his bid caused by calculation or clerical error, an inadvertent omission, or a typographical error which causing his bid to be substantially out of proportion to that of other bidders. The Owner will make a decision within 10 days of receipt of the bidder's notice, or by the next regular meeting of the awarding authority. In no event shall a mistake of law, judgment, or opinion constitute valid grounds for withdrawal of a bid without forfeiture. Upon withdrawal of bid without forfeiture, the low bidder who withdraws his bid due to a mistake shall not be allowed to

participate in any work on the contract in any capacity and shall not be allowed to participate in a rebid of the project. A conditional or qualified Bid will not be accepted. Award will be made to the lowest responsible Bidder.

Interpretation of the Quantities in Bid Schedule: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site of the proposed work and a review of the drawings and specifications, including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. Although the estimate of quantities of work listed in the Bid Schedule are the results of calculations made from field survey, they are to be considered as only approximate estimates of the quantities of the different pay items and are to be used only as a basis for comparing bids for awarding the contract: Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the plans and specifications. If, upon completion of construction, the actual quantities of work performed under unit price bids shall show either increase or decrease from the quantities shown in the Bid Schedule, the unit prices bid will prevail, except as otherwise provided for herein.

The right is reserved to increase or decrease any or all of the amounts given in the approximate quantities as shown in the Bid Schedule, with the understanding that the work to be done and the materials to be furnished under unit price bids may be increased or decreased without in any way invalidating the bid prices.

Examination of Plans, Specifications, Special Provisions and Site of Work: All Bidders are required to carefully examine the site of the proposed work, the Bid Form, Plans, Standard Specifications, Supplemental Specifications, Special Provisions, Agreement Form and Bond Forms. The submission of a Bid Form 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; as to the requirements of Plans, Specifications, Supplemental Specifications, Special Provisions, Agreement and Bonds; and as to the contingencies. No adjustments or compensation will be allowed for losses caused by failure to comply with the above requirements.

Familiarity with Laws and Ordinances: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout. Bidders shall familiarize themselves with all such applicable laws, ordinances and regulations, and comply with their requirements which may directly or indirectly affect the work or its prosecution, and any 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.

Details: The Bidder must specify for both dollars and cents (without interlineation, alterations or erasures, unless initiated by the signer of the proposal) a unit price for each of the separate items for which a quantity is given in the proposal form (except when alternate bids are called for on items) and shall show the products if the respective unit prices and the

estimated quantities in the columns provided for that purpose except that any item noted for a "Lump Sum" bid shall have the same amount under the column provided in the proposal for "Unit Price" as that written numerically in the "Amount Bid" column. All figures shall be inked or typed. The Owner will check the extension of each item given in the proposal and correct all errors or discrepancies. The gross sum obtained by adding all of the products of the unit prices and the various estimated quantities listed in the proposal with the lump sum items shall prevail and this shall be the contract bid price.

Signing: The Bidder's proposal must be signed in ink by the individual, by one or more members of the partnership, or by one or more offices of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the proposal is made by an individual, his name and post office address must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal Bid Bond shall be properly signed by the Bidder and the surety.

Irregular Proposal: Proposals will be considered irregular and may be rejected if they contain any omissions, alterations of form, additions not called for, alternate bids unless called for, incomplete bids, erasures or alterations not initiated by the person signing the proposal, or other irregularities of any kind.

Information: The Owner shall provide to Bidders prior to Bidding all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

Contract Documents: The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Bond Requirements: Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond in the amount of 100 percent of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

A Payment Bond in the amount of 50 percent of the Contract price, with a Corporate surety approved by the Owner, will be required to guarantee the payment by the Contractor of all costs of labor, materials, equipment, subcontractors, etc. necessary to complete the work in accordance with the Contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney with each bond.

Execution of Agreement: The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner to be processed in accordance with prevailing law.

The Owner, within twenty (20) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to Proceed: The Notice to Proceed shall be issued within fifteen (15) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the fifteen (15) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

Qualifications of Bidders: The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

Responsibilities of Bidders: Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. The low Bidder shall supply the names and addresses of major material Suppliers, and Subcontractors when requested to do so by the Owner.

Engineer: The Engineer of record is Avalisha Fisher, P.E. (lisha@drivenengineering.com) Driven Engineering, Inc.; 8005 Morris Hill Rd, Semmes, Alabama 36575.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal,
and held and firmly bound unto City of Satsuma as OWNER In the penal sum of
5% of The Attached Bid, Not to Exceed \$10,000.00 for the
payment of which,

well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 2024.

The Condition of the above obligation Is such that whereas the Principal has submitted to
City of Satsuma a certain BID, attached hereto and hereby made a part hereof to enter Into a
contract in writing, for the

Satsuma Streets Resurfacing

Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract In the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all Versions performing labor or furnishing materials In connection herewith, and shall in all other respect perform the agreement created by the acceptance of said BID,

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

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

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

_____(L.S)
Principal

Surety

By_____
Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROPOSAL FOR

Satsuma Streets Resurfacing

Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

City of Satsuma

FOR REFERENCE ONLY

Date: _____

NOT FOR BIDDING

CONTRACTORS MUST PURCHASE

Proposal of: _____

PLANS FROM AND REGISTER

License No. _____, For the construction of **Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E.**

WITH THE ENGINEER TO BE

To the **City of Satsuma**, hereinafter referred to as the Owner:

ELIGIBLE TO BID

The following proposal is made In behalf of the undersigned Bidder and no others. Evidence of authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any other person, firm or corporation.

The undersigned Bidder certifies that he has carefully examined the Plans for this Project and Specifications attached, including the Special Provisions, and has personally examined the site of the work. On the basis of the Specifications and Plans, the undersigned Bidder proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material In the manner specified.

The undersigned Bidder agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed issued by the Owner and to fully complete the project within thirty (30) working days thereafter.

The undersigned Bidder understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increase or decrease in quantities of work at the unit price bid.

The undersigned Bidder agrees to perform all "Force Account or Extra Work" that may be required of him on the basis provided in the specifications attached, and to give such work his personal attention in order to see that it is economically performed.

The undersigned Bidder also proposes to furnish a Performance Bond, in an amount equal to the total amount of his bid. This bond shall serve not only to guarantee the completion of the work on the part of the undersigned Bidder, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

The undersigned Bidder encloses a Certified Check or Bid Bond in the amount of 5% of amount bid and hereby agrees that in case of his failure to execute a contract and furnish the

required bond within 15 days after Notice of Award, the amount of the check or Bid bond will be forfeited to the owner as liquidated damages arising out of his failure to execute a contract as proposed. It is understood that in case the work is not awarded to the undersigned Bidder, the check or Bid bond will be returned as provided in the Specifications hereto attached.

The undersigned Bidder agrees to pay to the Owner as liquidated damages the amount of **\$1000.00** per working day for any overrun in contract time for which a time extension is not granted by the Owner, as provided in Section 5 of the Supplemental General Conditions. Time charges shall be in accordance with Section 7 of the Special Specifications.

The undersigned Bidder acknowledges receipt of the following Addenda:

No. _____ . Dated _____

No. _____ . Dated _____

No. _____ . Dated _____

No. _____ . Dated _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids, except as approved by the Owner.

The Bidder understands and agrees that the owner, in Its discretion, will investigate and determine whether any Bidder possesses the requisite competence, experience, and financial ability to perform the work. The Owner may request additional references during the Award process and reject any bid if the Owner determines that the Bidder does not possess the necessary competence, experience, or financial ability to perform the work. Additionally, the Owner reserves the right to reject any or all bids and to waive any informalities In the bidding.

BASE BID QTY	ADDITIONAL ALTERNATE QTY	ITEM NUMBER	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
213	215	405A-000	Gallon	Tack Coat		
615	373	408A-051	Square Yard	Planing Existing Pavement (Approximately 0.00" Thru 1.5" Thick)		
220	222	424A-340	Ton	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Approximately 165 LB/SY)		
1	0	600A-000	Lump Sum	Mobilization		
3	0	618C-001	Each	Detectable Warning Surface		
1	0	680A-001	Lump Sum	Geometric Controls		
1	0	698A-000	Lump Sum	Construction Fuel		
3040	4220	701E-000	Linear Foot	Solid Temporary Traffic Stripe		
3040	4220	701G-265	Linear Foot	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)		
2266	0	703A-002	Square Foot	Traffic Control Markings, Class 2, Type A		
2266	0	703D-001	Square Foot	Temporary Traffic Control Markings		
312	0	740B-000	Square Foot	Construction Signs		
50	0	740D-000	Each	Channelizing Drums		
50	0	740E-000	Each	Cones (36 Inches High)		
50	0	740E-000	Each	Cones (36 Inches High)		
1	0	777R-000	Lump Sum	Railroad Permit, Coordination, and Insurance		
25	25	1000X-000	SY	Asphalt Patching (Including 4" Crushed Aggregate Base), per square yard in place.		
TOTAL ESTIMATE (ALL ITEMS)						

FOR REFERENCE ONLY
 NOT FOR BIDDING
 CONTRACTORS MUST PURCHASE
 PLANS FROM AND REGISTER
 WITH THE ENGINEER TO BE
 ELIGIBLE TO BID

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the City of Satsuma, hereinafter called "OWNER", and doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Satsuma Streets Resurfacing

Satsuma Streets Resurfacing

Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 7 calendar days after the date of the NOTICE TO PROCEED and will complete the same within thirty (30) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ dollars (\$_____) or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID BOND
 - (D) PROPOSAL
 - (E) AGREEMENT
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) CERTIFICATION BY OWNER
 - (L) CERTIFICATION BY ATTORNEY
 - (M) GENERAL CONDITIONS
 - (N) SUPPLEMENTAL GENERAL CONDITIONS
 - (O) SPECIAL SPECIFICATIONS
 - (P) DRAWINGS prepared by Driven Engineering, INC., and dated February 8, 2024

(Q) SPECIFICATIONS prepared/issued by **Driven Engineering, INC.**, dated **February 2024**

(R) ADDENDA

No.____, dated _____ , 2024

No.____, dated _____ , 2024

No.____, dated _____ , 2024

No.____, dated _____ , 2024

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) each of which shall be deemed an original on the date first above written.

Owner: City of Satsuma

By: _____

(SEAL)

Name: Honorable Mark Barlow

Title: Mayor

ATTEST:

Name: Jessica Jones

Title: Assistant City Clerk

Contractor: _____

By: _____

Name: _____

(Please Type)

Address:

(SEAL)

ATTEST:

Name: _____

(Please Type)

Bond # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address)

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 Satsuma

5464 Old Highway 43, Satsuma, AL 36572

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 THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Satsuma Streets Resurfacing

Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor,

performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **three (3)** counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2024.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

Witness as to Principal

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

(SEAL)

By: _____

Witness as to Surety

Attorney-in-fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address)

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 Satsuma

5464 Old Highway 43, Satsuma, AL 36572

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 THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Satsuma Streets Resurfacing

Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to

do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **three (3)** counterparts, each one of which shall be deemed an original, this the ____day of _____, 2024.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

Witness as to Principal

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

(SEAL)

By: _____

Witness as to Surety

Attorney-in-fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF AWARD

To: _____

PROJECT: Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:

You are required by the information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2024.

Owner: _____ City of Satsuma _____

By: _____

Name: _____ Honorable Mark Barlow _____

Title: _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____ This the _____ day of _____, 2024

By: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024, on or before _____, 2024, and you are to complete the

WORK within **thirty (30)** consecutive working days thereafter.

The date of completion of all WORK is therefore _____, 2024.

Owner: City of Satsuma

By: _____

Name: Honorable Mark Barlow

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____ This the _____ day of _____, 2024

By: _____

Title: _____

CERTIFICATION BY OWNER

I, the undersigned, **Mayor**, the duly authorized and acting official representative of **City of Satsuma** do hereby certify as follows:

This contract is let in compliance with the provisions of Title 39, Code of Alabama (1975, as amended), and all other applicable provisions of law.

Owner: City of Satsuma

By: _____

Name: Honorable Mark Barlow

Title: Mayor

CERTIFICATION BY ATTORNEY

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

I have examined the attached contract(s), surety bonds and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof; and that the contract is the result of procurement in accordance with Title 39 of the Alabama Code and applicable federal laws, rules, and regulations.

(Signature)

(Date)

GENERAL CONDITIONS

- | | |
|--|---|
| 1. Definitions | 18. Suspension of Work, Termination and Delay |
| 2. Additional Instructions and Detail Drawings | 19. Payments to Contractor |
| 3. Schedules, Reports and Records | 20. Acceptance of Final Payment as Release |
| 4. Drawings and Specifications | 21. Insurance |
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| 7. Inspection and Testing | 24. Indemnification |
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| 10. Surveys, Permits, Regulations | 27. Engineer's Authority |
| 11. Protection of Work, Property, Persons | 28. Land and Rights of Way |
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| 13. Changes in the Work | 30. Arbitration |
| 14. Changes in the Contract Price | 31. Taxes |
| 15. Time for Completion and Liquidated Damages | 32. Safety Training |
| 16. Correction of Work | |
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1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDUM -- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID -- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER -- Any person, firm or corporation submitting a BID for the WORK.

- 1.5 BONDS -- Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER -- A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS -- The contract, including Advertisement For Bids, Information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PRICE -- The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME -- The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR -- The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS -- The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER -- The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER -- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD -- The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED -- Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER -- A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT -- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE -- The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS -- A part of the CONTRACT DOCUMENTS consisting of written descriptions of the technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR -- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.

1.22 SUBSTANTIAL COMPLETION -- That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS -- Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER -- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK -- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE--Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the

ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written Instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal

substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, In the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result.

Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change In the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for Initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in

CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

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

(a) Unit prices previously approved.

(b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

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

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather: and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the

WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

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

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay 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 the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below

which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than, \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of

the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

21.6. Railroad Protective Liability shall be required per the Railroad's owner's requirements.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, 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 shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

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

24. INDEMNIFICATION

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

24.2 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 acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and

storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 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 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.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

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

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

32. SAFETY TRAINING

32.1 The contractor will be required to have all personnel working within railroad Right-of-Way complete safety training required by the railroad owner. This may include but is not limited to e-Railsafe training, as well as railroad owner-specific safety training. The contractor is directed to be familiar with railroad owner requirements before submitting this bid.

SUPPLEMENTAL GENERAL CONDITIONS

1. INSURANCE

1.1 The Contractor shall provide umbrella form general liability coverage with a limit of liability of not less than \$1,000,000 which applies to general and automobile liability coverage.

2. PROTECTION OF OWNER

2.1 The Contractor hereby agrees to hold harmless, indemnify and defend the Owner, the Owner's agent, the Consulting Engineer, and the Owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work. The Contractor shall furnish an Owner's Protective Liability Policy which lists both the Owner and the Engineer as Named Insured. This insurance coverage shall be provided in a policy separate from the Contractor's insurance policies, and a copy of the policy shall be provided to the Engineer. The limits of liability shall be not less than \$1,000,000.

3. ADVERTISEMENT OF CLOSING

3.1 The Contractor shall attach to the final payment estimate an affidavit of publication (with clipping) from a newspaper of general circulation in the county where work was done, that completion has been advertised weekly for four (4) consecutive weeks. First notice must be subsequent to completion. Employ the following copy:

"Notice is hereby given that (contractor and address) has completed all work on the Satsuma Streets Resurfacing, Baldwin Street, Oak Ave, Baker Rd, Orange Ave E, Bayou Ave E, Plateau Ave E, in Satsuma, Alabama." All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify the above named contractor and the City Clerk of the City of Satsuma.

4. SUBCONTRACTING

4.1 The Contractor shall not award work to subcontractor(s) in excess of fifty (50%) percent of the contract price, without prior written approval of the Owner.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

ARTICLE 15 of the GENERAL CONDITIONS is hereby revised to read as follows:

5.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

5.2 The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

5.3 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

5.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

5.5 It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

5.5.1 To any preference, priority or allocation order duly issued by the Government.

5.5.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

5.5.3 To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

5.6 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

6. PAYMENTS TO CONTRACTOR

Portions of ARTICLE 19 of the GENERAL CONDITIONS are revised to read as follows:

6.1 The OWNER shall retain five (5) percent of the amount of each payment until the project is fifty (50) percent complete after which no further retainage shall be withheld. The retainage stated above shall be held by the OWNER until final completion and acceptance of the work, and meet all conditions of the Contract.

6.2 Prior to final payment, a NONRESIDENT CONTRACTOR shall satisfy the OWNER that he or she has paid all taxes due and payable to the State of Alabama or any political subdivision thereof. For the purpose of this Article, a NONRESIDENT CONTRACTOR is one who is neither (a). organized and existing under the laws of the State of Alabama, nor (b). maintains its principal place of business in the State of Alabama, A NONRESIDENT CONTRACTOR which has maintained a permanent branch office within the State of Alabama for at least five continuous years shall no thereafter be deemed to be NONRESIDENT CONTRACTOR so long as the Contractor continues to maintain a branch office within Alabama.

6.3 Final Payment shall be made to the Contractor no less than 10 days following receipt by the Owner of:

1. A properly executed, and duly certified payment estimate.
2. A release of all claims filed against the Contractor, or claims of lien filed against the Owner, arising under or by virtue of the Contract or completed work.
3. A proof of advertisement of project completion. However the final payment shall not be made until the expiration of thirty days after completion of the advertisement.
4. For NONRESIDENT CONTRACTORS, proof of payment of all taxes due the State of Alabama, or any political subdivision thereof.

6.4 Only those portions of ARTICLE 19 of the GENERAL CONDITIONS which conflict with the Articles above are revised. All other portions of Article 19 shall remain as stated in the GENERAL CONDITIONS.

7. ASSIGNMENT

7.1 ARTICLE 23 of the GENERAL CONDITIONS is hereby revised to include the following:

Under no circumstances shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsive bidder.

8. DOMESTIC PRODUCTS AND STEEL

8.1 The Contractor to whom the Construction Contract is awarded shall use materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices, and are not contrary to any sole source specification included in the Contract.

8.2 The Contractor shall use steel produced within the United States when the specifications require the use of steel, and do not limit its supply to a sole source.

8.3 The Contractor shall provide the Owner a certification that only domestic products and steel will be used in the completion of the work subsequent to the contract. The Certification shall be provided prior to the execution of the contract, and shall be executed by the same person who executes the Contract on behalf of the Contractor, and shall be notarized. The Contractor shall also provide copies of similar certifications from material and equipment suppliers as a part of any submittals presented to the Engineer for approval.

8.4 In the event the Contractor violates the agreement to use domestic or steel, and domestic products or steel are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the Contractor.

9. COMPLIANCE WITH PL 91-596 AND PL 91-54

9.1 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 (PL 91-596) and under section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

10. EXPERIENCE CLAUSE

10.1 The general use of experience clauses requiring equipment manufacturers to have a record of satisfactory operation for a specific period of time or bonds or deposits to guarantee replacement in the event of failure is restricted to special cases where the grantee's engineer adequately justifies any such requirement in writing. Where such justification has been made, submission of a bond or deposit shall be permitted in lieu of a specified experience period, and the period of time for which such bond or deposit is required should not exceed the period specified.

SPECIAL SPECIFICATIONS

SATSUMA STREETS RESURFACING

BALDWIN STREET, OAK AVE, BAKER RD, ORANGE AVE E, BAYOU AVE E, PLATEAU AVE E SATSUMA, ALABAMA

1. OVERVIEW

1.1 The work to be done under this Contract includes the bituminous concrete resurfacing/paving of Oak Ave, Baker Rd, Orange Ave, Bayou Ave, and Plateau Ave.

1.2 If a pay item is not provided in the proposal for a specific item of work, it shall be considered a subsidiary obligation to the overall project.

2. SUBCONTRACTING

2.1 The Contractor shall not subcontract more than 50% of the contract work without written permission of the Owner. The Owner shall approve all subcontractors. Prior to beginning any work on the contract, the Contractor shall submit a list of all subcontractors along with a description of the work planned for each subcontractor; a list of previous projects completed; a list of references; a list of the subcontractor's equipment to be used on the project; a list of credit references; and a copy of the proposed contract between the prime contractor and subcontractor.

2.2 No subcontractor will be approved for work on this Contract who cannot demonstrate ability to satisfactorily complete the work.

3. EQUIPMENT AND MATERIAL

3.1 All equipment and materials selections shall be submitted to the Engineer for approval prior to the placement of purchase orders.

4. CLEAN-UP

4.1 Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish. Disposal of all waste materials shall be the responsibility of the Contractor and shall be at locations satisfactory to the Engineer.

5. EXISTING UTILITIES AND UNDERGROUND OBSTRUCTIONS

5.1 In excavating and backfilling care must be taken not to remove, disturb or injure any water, sewer, gas, electric, telephone, or other conduits or utilities encountered without prior approval of the Owner of the utility, including private utilities. If necessary in order to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation, and promptly repair any damage done to them.

5.2 It shall be the Contractor's responsibility to give sufficient prior information to the utility owner that construction will take place whereby the utility owner will be afforded an opportunity to adequately mark, on the ground or with sufficient maps, the utility locations. Coordination of such information and utility locations shall be the sole responsibility of the Contractor. In event of damage to the utilities, the Contractor will promptly notify the utility owner (private or public) and must assume full responsibility thereof. Failure of the Contractor to promptly notify the utility owner shall make him liable for any needless loss or interference with normal operations of the utility.

5.3 Prior to construction and/or bidding, the Contractor shall satisfy himself as the underground obstructions by making direct contact with utility firms, if he so desires, so as to become thoroughly aware of true conditions. The utility lines shown on the plans and any notes on the plans pertaining to underground obstructions were taken from those records available for the system, and there was no intent to show the details and locations of all underground obstructions which may be encountered. The information shown is for the Contractor's convenience only, and it shall not be used as a basis for claims for extra compensation.

6. ACCIDENT PREVENTION, SAFETY, AND PROTECTION OF PROPERTY

6.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Owner will require that caution be exercised by the Contractor at all times for the protection of persons (including employees) and property and he shall comply with the safety provisions of all applicable laws and building codes. The Contractor shall comply with all applicable OSHA criteria and shall maintain a safety program as outlined in the Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

6.2 The Contractor and he alone shall be liable for any claims or lawsuits made or filed in connection with damages, injuries, loss of life or other accidents caused by his construction operations or due to his negligence or to the negligence of his employees in taking proper and adequate precautions to insure the safety of the general public, his own employees, or any other person or property, or due to unforeseen accidents incident to the work such as trench cave-ins, ruptured utility lines and conduits, etc. The Contractor shall indemnify and save harmless the Owner, the Owner's engineer, and all other agents, officials, or employees of the Owner, against any claims or lawsuits made or filed against him in connection with his work under this contract.

6.3 Prior to beginning construction work, the Contractor shall thoroughly document the condition of all existing landscaping, structures, and other improvements which may be affected by his operations. **The manner in which documentation is accomplished shall be acceptable to the Engineer but as a minimum, shall include a color video of the construction area with audio describing the area and tying the location to the project location.** A complete set of documentation will be available on the job site to help determine what restoration work is required to return any disturbed property to its original condition and to settle disputes concerning the original conditions of any property.

6.4 By executing this Contract, the Contractor admits he has a full understanding of all provisions and ramifications of this chapter of the Contract and commits to fulfill all his obligations outlined in it.

7. TIME FOR COMPLETION, LIQUIDATED DAMAGES, & WORK SCHEDULE

7.1 The Contractor must commence work on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and must fully complete the project within **thirty (30) working days** thereafter. For each working day thereafter, the Contractor shall be subject to a charge of **\$1000.00** per day as liquidated damages.

7.2 The contractor shall notify the Engineer at least 48 hours prior to performing any work in order that arrangements can be made for a construction observer to be on site during the construction.

7.3 The time for completion of this Contract is based on a standard weekly work schedule of Monday through Friday. No work shall be scheduled or performed on Saturday, Sunday, or holidays, except for any required emergency maintenance work, without the prior approval of the Engineer.

7.4

No Charge Reason	Explanation
Accepted for Maintenance	Contractor has completed all work and City is ready to accept it.
Curing Period	
Days Between NTP and Time Charges Begin*	
Department Action*	
Earthquake	
Flood	
Fog	
Holiday	As defined in Sub article 101.01(b) of ALDOT Standard Specifications
Hurricane*	Include the official name of the Hurricane/Tropical
Storm event in the Diary Remarks	
Ice	
Imminent Bad Weather*	Use in rare circumstances where forecasted bad weather limits the contractor's work to less than 6 hours on items such as a bridge deck pour or surface treatment placement.
Legal Delay*	
Rain	
Recovery*	
Saturday	

Snow	
Sunday	
Suspension of Contract Time*	A written request must be approved by the engineer.
Too Cold	
To Wet	
Tornado	
Utility Conflict	
Vehicular Accident	
Waiting on Local Decisions	
Waiting on Final Inspection	Use after all Pay Items and Cleanup Work are
completed and until such time a Final Inspection per 105.15(a) is conducted	
Waiting on Local Acceptance	Use for City projects when local governing body must agree to accept for maintenance after the final inspection so ALDOT can notify Contractor.

8. STREET PREPARATION

8.1 All vegetation which is growing on, or within 6 inches of the proposed finished edge of paving shall be clipped. The Contractor shall clip the edges of the streets without curb as necessary to remove grass and dirt from the existing surface and to establish a uniform edge of paving. All paving surfaces and gutters shall be thoroughly broomed and cleaned as necessary to remove all loose material, dirt, grass, and debris from the existing surface. Cleaning streets will be a significant portion of the work, and will be inspected closely by the Engineer. The Contractor should ride each street prior to submitting a bid to familiarize himself with this portion of the work.

8.2 The Contractor shall clip the existing paving surface to remove obvious high points in the existing surface which are the result of street patching, utility line installation, and minor pavement deterioration. This clipping is not intended to cover major areas, but it is intended to remove localized high spots which would produce thin areas in the resurfacing.

8.3 The Contractor shall clip existing shoulders on uncurbed streets to provide proper drainage away from the streets.

8.4 Any holes or depressions in the existing surface which are in excess of 1 inch in depth shall be filled with plant mix and allowed to cure before being paved over.

8.5 Payment for this preparation shall be included as a subsidiary obligation in the various items of work shown in the proposal and shall be full compensation for all labor, equipment, and materials necessary to complete this work to the satisfaction of the Owner and Engineer.

8.6 The Contractor shall reference the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition; for all pay items that are not specifically addressed within these Special Specifications.

9. ASPHALT WEARING SURFACE

9.1 A layer of 424-A Bituminous Concrete Wearing Surface shall be constructed on the streets and intersections as shown on the plans. The Contractor shall also pave to the radius points at each intersecting street in the locations shown on the plans.

9.2 Prior to placing the wearing layer, the underlying layer shall receive a bituminous tack coat to be applied in accordance with Section 405 of the ALDOTSSHC, Latest Edition. The Contractor shall take care in applying the tack coat, and shall not allow any of this material to be placed on existing improvements such as curb, concrete driveways, sidewalks, etc. Should tack coat be applied to such improvements, it shall be removed, or the improvement replaced, at the Contractor's expense.

9.3 The wearing layer shall be constructed in accordance with Section 410 and Section 424 of the ALDOTSSHC, Latest Edition.

9.4 Payment shall be at the Contract unit price for Asphalt Wearing Surface, per ton in place. Payment will be made on tonnage basis and the contract unit price per ton shall be full compensation for construction of the bituminous wearing surface complete in place on the roadbed as directed and includes all equipment, tools, labor, and incidentals required to complete the work.

10. ASPHALT PATCHING (INCLUDING 4" CRUSHED AGGREGATE BASE)

10.1 Roadway Patching shall be constructed on the streets and intersections as directed by the engineer.

10.2 Prior to placing the patching, the existing asphalt shall be removed, and the underlying subgrade shall be compacted to the satisfaction of the engineer.

10.3 The patching shall be constructed with a crushed aggregate base, Type B, Yard Mix, 1.5" Compacted Thickness and 1/2" maximum aggregate size in accordance with Section 410 and Section 424 of the ALDOTSSHC, Latest Edition.

10.4 Payment shall be at the Contract unit price for Asphalt Patching (Including 4" Crushed Aggregate Base), per square yard in place. Payment will be made on square yard basis and the contract unit price shall be full compensation for construction of the roadway patching complete in place on the roadbed as directed and includes all equipment, tools, labor, and incidentals required to complete the work. The pay item for this work, set up as a contingency item, is 1000X-000.

11. VALVE & MANHOLE COVER ADJUSTMENT

11.1 The Contractor shall adjust all existing valve and manhole covers to match the finished wearing surface of the street.

11.2 Valve and manhole covers shall be reset with a proper height valve box paving riser. The existing cover may be reused. Payment for this shall be included as a subsidiary obligation to the various items of work shown in the proposal and shall be full compensation for all labor, equipment, and materials necessary to complete this work to the satisfaction of the Owner and Engineer

12. TRAFFIC CONTROL

12.1 The Contractor shall be solely responsible for traffic control during the project. A minimum of one-way traffic shall be maintained at all times on the streets, and access to all businesses and residences shall be provided at all times. The Contractor shall comply with the applicable provisions of the Federal Manual on Uniform Traffic Control Devices, including Part VI of the manual, in handling traffic during construction, and for providing temporary traffic control measures.

12.2 During construction, the Contractor shall communicate with the Police to maintain coordination with the City and with its emergency services. The Contractor shall conduct his work in such a way that he does not obstruct or delay any type emergency service which may need to be provided within the City.

12.3 The Engineer, in performance of his duties outlined in these Specifications, does not guarantee or ensure the Contractor's compliance with these regulations.

13. MISCELLANEOUS

13.1 The Contractor shall abide by all local and state laws or ordinances to the extent that such requirements do not conflict with federal laws or regulations.

13.2 It is the intent of this Contract to provide a complete job for the unit prices bid for the various items of work included in the Proposal. When no bid item is provided for work described by the plans or these specifications, the work shall be considered incidental to the project and the cost shall be included in other items of work provided in the Proposal.

13.3 A local business license **will** be required for this job. The Contractor and any subcontractors will be required to have current State of Alabama General Contractor's licenses at time of bid.

13.4 All Contractors shall note the requirements of Paragraphs 1 and 2 of the Supplemental General Conditions concerning **insurance requirements for this work, no exceptions will be made.**

13.5 The Contractor is encouraged to remain inside the limits of the designated construction area to minimize damage to the surrounding areas. Unnecessary damage to surrounding areas outside of the limits of construction may be subject to repair by the Contractor with no reimbursement for the work performed.

13.6 No work shall be initiated on this project until the Contractor has all equipment on the job that is required to clean up and properly maintain the site. It is the Contractor's responsibility to ensure that all equipment is working properly.

13.7 Any work under this Contract not specifically covered by the Plans or these Specifications shall comply with the applicable sections of the State of Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOTSSHC), Latest Edition.