



**CITY OF FAIRHOPE
INVITATION TO BID**

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. Thursday, March 3, 2022, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**Bid Number 009-22 Turn Lane Construction and Traffic Signal Upgrade on CR 30
(Gayfer Avenue) at US 98
State Project Number: STPOA-0220-(252)**

The City of Fairhope is requesting responses for turn lane construction and traffic signal upgrade on Couty Road 30 (Gayfer Avenue) at US 98.

Bid documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Cory Pierce, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Wednesday, February 8, 2022, at 2:00 P.M. or will be forever waived.

There will be a **mandatory** pre-bid meeting on Wednesday, February 16, 2022, at 2:00 P.M. at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The **CITY** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **City** reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General BIDDERS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. **CONTRACTOR** must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.FairhopeAL.gov.



INVITATION TO BID
NO. 009-22
PROJECT: 2021-PWI 022
TURN LANE CONSTRUCTION AND TRAFFIC
SIGNAL UPGRADE ON
CR 30 (GAYFER AVENUE) AT US 98

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope ("CITY")** will receive bids on the project described herein. Qualified **BIDDERS** are invited to bid on this CONTRACT.

1.01 BID NO.: 014-22
NAME: TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30
(GAYFER AVENUE) AT US 98
LOCATION: Intersection of CR 30 at US 98

1.02 SUMMARY

Turn lane construction and traffic signal upgrade on CR 30 (Gayfer avenue) at us 98 the principal items of work are approximately as follows:
217 cy of unclassified excavation, 100 cy of borrow excavation, 420 tons of asphalt paving and other miscellaneous items for roadway construction including striping, erosion control and traffic control.

1.03 BID DEADLINE

Bids will be received until **2:00 P.M. local time, Thursday, March 10, 2022**, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained on the City's website at www.FairhopeAL.gov/departments/purchasing/bids or at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Cory Pierce, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Wednesday, January 26, 2022, at 2:00 P.M. or will be forever waived.

1.06 SITE EXAMINATION

There will be a mandatory pre-bid meeting on Wednesday, February 23, 2022, at 2:00 P.M. at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL. This mandatory pre-bid meeting will serve as an opportunity for potential bidders to engage project stakeholders, review plans and ask questions.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the CONTRACT Documents. **BIDDERS** must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for CONTRACTS funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards CONTRACT to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 **BID SECURITY**

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

The **BIDDER** to whom award is made shall provide a Performance Bond equal to 100% of the CONTRACT Amount and a Labor and Material Bond equal to 50% of the CONTRACT amount.

The accepted **BIDDER** shall also provide insurance as required in ITEM V.

1.09 **DURATION OF OFFER**

Bids maybe withdrawn in written or telegraphic request received from **BIDDER** prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 **EQUAL OPPORTUNITY**

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 **BID SUBMISSION AND PREPARATION**

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above. Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. **The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a SEALED BID with the BID NAME, BID NUMBER, CITY'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. **BIDDERS** must make their own estimates of the facilities and difficulties attending the performance of the proposed CONTRACT, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the **BIDDER**.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the **BIDDER** without the written authorization of the **CITY**. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the **CITY**.

Each bid must give the full business address of the **BIDDER** and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the **CITY** satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the CONTRACT document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the CONTRACT document expressly requests or permits same.

1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the **CITY**. The **CITY** may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the **BIDDER** unopened.

1.13 CONTRACT TIME

The **BIDDER** agrees to construct the turn lane construction in Forty-Five (45) working days.

1.14 INQUIRIES/ADDENDA

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the **BIDDER** to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Wednesday, February 23, 2022, at 2:00 P.M. or will be forever waived.

1.16 BID ACCEPTANCE

Bid with lowest Total Bid amount from a responsive and responsible **BIDDER** may be accepted if within the CONTRACT Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the **CITY** shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a **BIDDER** is not thereby disqualified from quoting prices to other **BIDDERS** or from submitting a bid directly for the materials or work. The **CITY** reserves the right to determine in its discretion whether the provisions of this clause have been violated by any **BIDDER**.

1.18 ERRORS IN BIDS

BIDDERS or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the **BIDDER'S** own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT AND BOND

The **BIDDER** to whom award is made must, when requested, enter into written CONTRACT on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

1.21 COLLUSION

If there is any reason for believing that collusion exists among the **BIDDERS** any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the **CITY**.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The **CONTRACTOR** shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the **CONTRACT**, his right, title or interest therein, or his power to execute such **CONTRACT**, to any person, firm or corporation without written consent of the **CITY**, and such written consent shall not be construed to relieve the **BIDDER** of any responsibility for the fulfillment of the **CONTRACT**. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all **CONTRACT** work of a value not less than 50 percent of the total **CONTRACT** amount, except that any items designated in the **CONTRACT** as "Specialty Items" so performed by **SUB-CONTRACT** may be deducted from the total **CONTRACT** amount before computing the amount of work required to be performed by the **BIDDER** with his own organization.

SUB-CONTRACTOR'S Status:

A **SUB-CONTRACTOR** shall be recognized only in the capacity of an employee or agent of the **CONTRACTOR** and the **CONTRACTOR** will be responsible to the **CITY** for all of the **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 **PROSECUTION OF WORK**

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the **CONTRACT**.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the **CONTRACT** may be annulled.

PROJECT MANUAL

TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER AVENUE) AT US 98

Baldwin County, Alabama

for

City of Fairhope, AL

(Federal Funds)

ALDOT PROJECT NO. STPOA-0220 (252)

January 18, 2022

CONSTRUCTION DOCUMENTS

Prepared By

GMC

Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, Alabama 36526
T 251.626.2626
www.gmcnetwork.com



01-18-2022

GMC PROJECT NUMBER: CMOB200069

OWNERSHIP OF DOCUMENTS AND DISCLAIMER

The Project Manual, Technical Specifications, Drawings, and all other documents relating to this project have been prepared for this individual and particular project, and for the exclusive use of the original Owner, developer or other party so indicated.

Actual project conditions and as-built conditions may vary significantly. Changes made during bidding, negotiations, construction, due to additions or deletions of portions of this project, and/or for other reasons, may not be indicated in these documents.

These documents may not be used or relied upon as a certification of information indicated, or used for any other project, by any third parties or other parties, for any purpose whatsoever, without the prior written consent of Goodwyn Mills Cawood, LLC or prior to receipt of mutually agreed to compensation paid to Goodwyn Mills Cawood, LLC therefor.

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**GOODWYN MILLS CAWOOD, LLC
GMCNETWORK.COM**

**ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ GEOTECHNICAL ■ INTERIOR DESIGN
LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ TRANSPORTATION ■ DISASTER RECOVERY**

INSTRUCTIONS TO BIDDERS (Federal Aid Projects)

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

CHECKLIST

- ☐ Submit Proposal on ORIGINAL documents provided by owner.
- ☐ Everything in INK or TYPED.
- ☐ Fill in Date & Time of bid opening and Name(s) & Address of Bidder(s) on Page 1.
- ☐ Complete information on Page 1A for any Addenda received.
- ☐ Enter Prices & Amounts on Contract Schedule.
- ☐ Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
- ☐ Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov. 22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.
- ☐ Sign the Proposal, Page 3, after the Contract Schedule.
- ☐ Complete and Sign FEDERAL-AID FUNDED PROJECTS (6 pages).
- ☐ Complete Form HR-DBE, BIDDER'S LIST OF QUOTERS.
- ☐ Bid Bond to be signed by same person signing Proposal.
- ☐ Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
- ☐ Attach valid Power of Attorney to Bid Bond (unless check attached instead).
- ☐ Mark envelope "Proposals for Highway Work" or "Bid Proposal".
- ☐ List Project No., etc. on envelope (see 102.10 in Spec. Prov. 22-LPA-001).
- ☐ Deliver Proposal with Bid Bond or check in SEALED envelope.
- ☐ Submit Proposal prior to date & time set for opening bids.

**SEE SPECIAL PROVISION 22-WR0002 FOR SPECIFIC WAGE RATE
REQUIREMENTS ASSOCIATED WITH THIS PROJECT**

**TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE
ON CR 30 (GAYFER AVENUE) AT US 98
FOR THE
CITY OF FAIRHOPE, ALABAMA**

ALDOT PROJECT NO. STPOA-0220 (252)

GMC PROJECT NO. CMOB200069

OWNER

CITY OF FAIRHOPE

161 North Section Street
Fairhope, AL 36532
251-928-2136 PH
Sherry Sullivan, Mayor

ENGINEER

GOODWYN MILLS CAWOOD, LLC

2039 Main Street
Daphne, AL 36526
251-626-2626 PH
Charles Wright, PE

TABLE OF CONTENTS

SUBJECT

Table of Contents

Advertisement

Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

Project Drawings

Proposal

Federal-Aid Funded Projects

Bid Bond

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

SPECIAL PROVISION

NUMBER

Form FHWA-1273

General Provisions for Projects let by LPA (with prequalification)

Acceptance for Projects let by LPA

Highway Construction Wage Rates

Title 6 Assurance

Non-Discrimination Statutes and Authorities

Special Training Responsibilities of Equal Employment Opportunity Requirements

Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Supplemental Insurance Requirements

FHWA-1273

22-LPA-001

22-LPA-002

22-WR0002

22-FH0002

22-FH0003

22-FH0004

22-FH0005

SI-1

Form HR-DBE

Form DBE-10

Form DBE-11

Contract

Affirmative Action to Ensure Equal Employment Opportunity

Performance Bond

Materials Bond

Notice of Award

Notice to Proceed

City of Fairhope's Terms and Conditions

**NOTICE TO CONTRACTORS
FEDERAL AID PROJECT NO. STPOA-0220 (252)
CITY OF FAIRHOPE
BALDWIN COUNTY, ALABAMA**

SEALED BIDS WILL BE RECEIVED BY THE CITY OF FAIRHOPE AT 555 SOUTH SECTION STREET, FAIRHOPE, ALABAMA 36532, UNTIL 2:00 P.M., THURSDAY, MARCH 10, 2022, AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER AVENUE) AT US 98

THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

217 CY OF UNCLASSIFIED EXCAVATION, 100 CY OF BORROW EXCAVATION, 420 TONS OF ASPHALT PAVING AND OTHER MISCELLANEOUS ITEMS FOR ROADWAY CONSTRUCTION INCLUDING STRIPING, EROSION CONTROL AND TRAFFIC CONTROL.

THE ENTIRE PROJECT SHALL BE COMPLETED IN FORTY-FIVE (45) WORKING DAYS.

COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED FROM THE PURCHASING OFFICE LOCATED AT 555 SOUTH SECTION STREET, FAIRHOPE, AL 36532.

A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) OR BID BOND FOR 5% OF THE AMOUNT BID (MAXIMUM OF \$10,000.00) AND MADE PAYABLE TO THE **CITY OF FAIRHOPE** MUST ACCOMPANY EACH BID AS EVIDENCE OF GOOD FAITH.

IT IS NOT REQUIRED THAT A CONTRACTOR BE LICENSED IN ORDER TO SUBMIT A BID; HOWEVER, PRIOR TO AWARD OF A CONTRACT, PROPER PROOF OF ALL APPLICABLE LICENSURES MUST BE PROVIDED BY THE CONTRACTOR. PROOF OF INSURANCE COVERAGES OF THE TYPES AND AMOUNTS AS SET FORTH IN THE PROJECT SPECIFICATIONS WILL BE REQUIRED OF THE CONTRACTOR, AND ANY AND ALL SUBCONTRACTORS, PRIOR TO BEGINNING WORK. THE CONTRACTOR WILL BE REQUIRED TO PERFORM WORK AMOUNTING TO AT LEAST 30% OF THE TOTAL CONTRACT COST WITH HIS OWN ORGANIZATION.

CONTRACTOR PREQUALIFICATION IS NOT REQUIRED TO BID ON THIS PROJECT. HOWEVER, THE AWARD OF THE CONTRACT WILL NOT BE MADE TO ANY BIDDER WHO, AT THE TIME OF THE AWARD, IS CONSIDERED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) TO BE DISQUALIFIED FROM BIDDING, NOR TO ANY BIDDER WHO IS AN AFFILIATE OF OR HAS A CORPORATE OFFICER, DIRECTOR, OR PRINCIPAL OWNER WHO IS A CORPORATE OFFICER, DIRECTOR, OR OWNER OF, ANOTHER PERSON WHO IS PRESENTLY DISQUALIFIED BY ALDOT. FURTHER DETAILS AND DEFINITIONS REGARDING THIS PROVISION ARE INCLUDED IN SECTION 102 OF SPECIAL PROVISION 22-LPA-001.

THIS IS A FEDERALLY FUNDED PROJECT THROUGH ALDOT. THE PROPOSED WORK SHALL BE PERFORMED IN CONFORMITY WITH THE RULES AND REGULATIONS FOR CARRYING OUT THE FEDERAL HIGHWAY ACT AND OTHER ACTS AMENDATORY, SUPPLEMENTARY, OR RELATIVE THERETO. THIS PROJECT IS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND ITS IMPLEMENTING REGULATIONS. MBE/DBE PARTICIPATION IS ENCOURAGED; HOWEVER, NO SPECIFIC MBE/DBE GOALS HAVE BEEN ESTABLISHED FOR THIS PROJECT.

MINIMUM WAGE RATES FOR THIS PROJECT HAVE BEEN PRE-DETERMINED BY THE SECRETARY OF LABOR AND ARE SET FORTH IN THE ADVERTISED SPECIFICATIONS.

IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION, SUBTITLE A, OFFICE OF THE SECRETARY, PART 21, NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION ISSUED PURSUANT TO SUCH ACT, ALL BIDDERS ARE HEREBY NOTIFIED THAT IT WILL BE AFFIRMATIVELY ENSURED THAT IN ANY CONTRACT ENTERED INTO PURSUANT TO THIS ADVERTISEMENT, MINORITY BUSINESS ENTERPRISES WILL BE AFFORDED FULL OPPORTUNITY TO SUBMIT BIDS IN RESPONSE TO THIS INVITATION AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN IN CONSIDERATION FOR AN AWARD.

THE RIGHT TO REJECT ANY OR ALL BIDS IS RESERVED.

HONORABLE SHERRY SULLIVAN
MAYOR, CITY OF FAIRHOPE
161 NORTH SECTION STREET, FAIRHOPE, ALABAMA 36532
251.928.2385 TEL

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness



PROJECT LOCATION

Existing Bridge (Culvert) (Retain)

INDEX	STA TO STA	LENGTH	BIN
N/A			

Required Bridge (Culvert)

INDEX	STA TO STA	LENGTH	BIN
N/A			

Equations & Exceptions

STA TO STA	LENGTH
14+31.49 - 15+02.12	70.63 FT

	FEET	MILES
Total Stationing of Project	1029.27	
Equations & Exceptions	70.63	
Net Length of Project	958.64	0.181
Net Length of Bridges	0.00	0.000
Net Length of Roadways	958.64	0.181

CITY OF FAIRHOPE

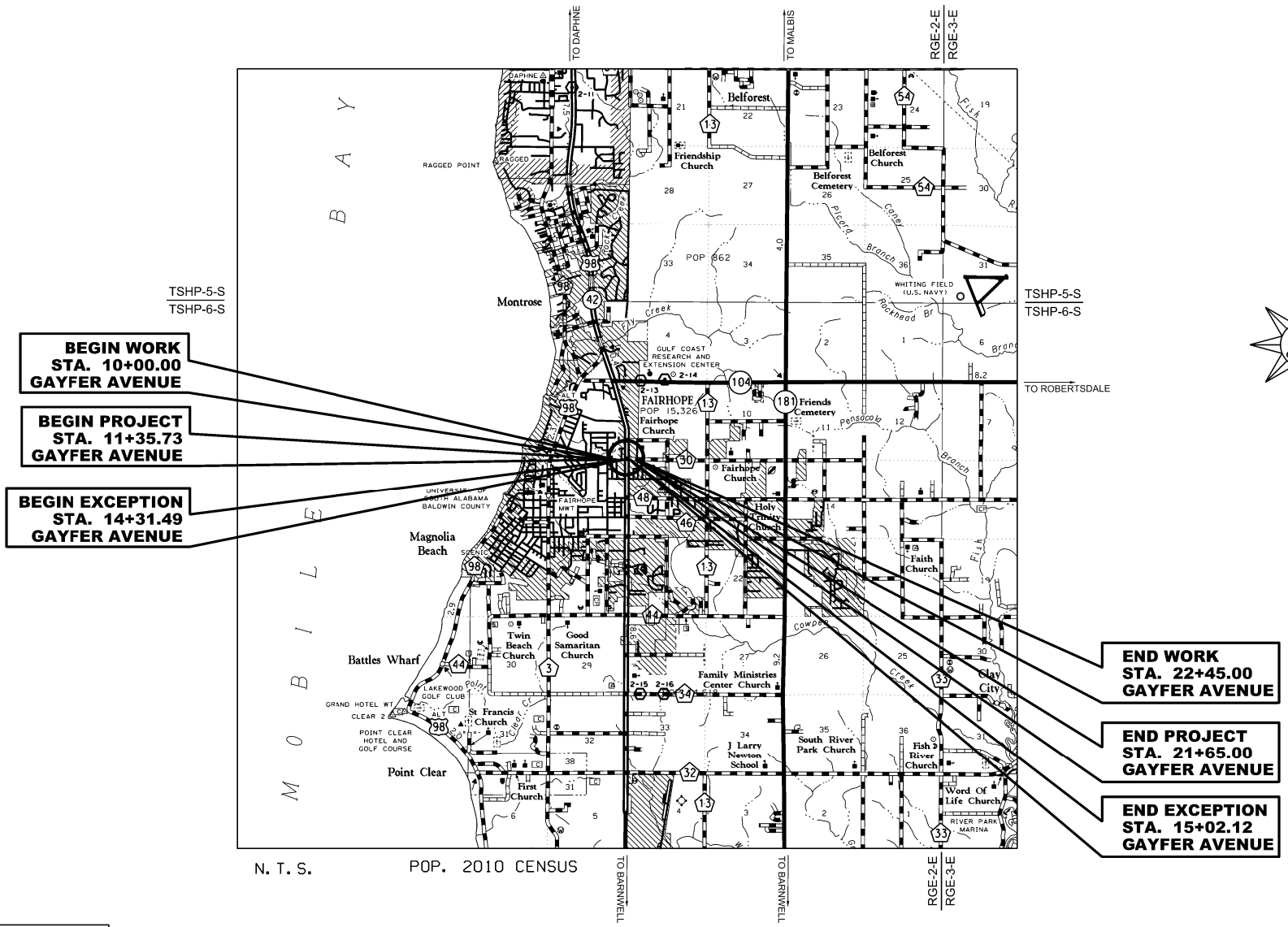
PLANS OF PROPOSED PROJECT NUMBER

STPOA-0220 (252)

TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER AVENUE)

AT US 98, CITY OF FAIRHOPE

BALDWIN COUNTY



STATE	REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	LAST SHEET NO
AL	STPOA-0220-(252)	2022	1	55
CONTRACT ID NO.				

Design Designation	
ADT (2022)	N/A
ADT (2042)	N/A
K	N/A
D	N/A
TDHV	N/A
TADT	N/A
V (Design Speed)	25
Min. Stopping Sight Dist.	250

These plans have been prepared to conform with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

ALABAMA
C. E. WRIGHT
01-18-2022

Submitted for Approval:

CITY ENGINEER

PLANS PREPARED BY:
GMC
2701 1st Avenue South, Suite 100
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM
REGISTERED PROFESSIONAL ENGINEER
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THE BIDDER'S ATTENTION IS DIRECTED TO SUBARTICLE 102.08(b), CONTAINED IN THE 2018 STANDARD SPECIFICATIONS, CONCERNING COMBINATION BIDS (CITY FINANCED PROJECTS).

INDEX TO SHEETS & SPECIAL & STANDARD DRAWINGS

REFERENCE
PROJECT NO

FISCAL
YEAR

STPOA-0220(252)

2022

THE FOLLOWING ARE STANDARD OR SPECIAL DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (US CUSTOMARY UNIT OF MEASUREMENT) DATED 2022 WHICH WILL APPLY TO THIS PROJECT.

INDEX NO.	SPECIAL DRAWING NO.		DESCRIPTION
53004	RPC-530	(SHEET 1 OF 3)	BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (RCP AND CMP)
53005	RPC-530	(SHEET 2 OF 3)	BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (CMP AND RCP)
61801	SW-618	(SHEET 1 OF 4)	CURB RAMP DETAIL CALLOUTS, GENERAL NOTES FOR CURB RAMPS & SIDEWALKS, AND DETAILS
61802	SW-618	(SHEET 2 OF 4)	CORNER CURB RAMPS
61803	SW-618	(SHEET 3 OF 4)	MIDBLOCK CURB RAMPS
61804	SW-618	(SHEET 4 OF 4)	SIDEWALKS & CURB RAMPS AT DRIVEWAYS, RAILROAD, MEDIAN, & ISLAND CROSSINGS
61913	HW-614-SP		CONCRETE SLOPE PAVED HEADWALL AND GRATE FOR SIDEDRAIN PIPE
62001	CC-530		DETAILS OF CONCRETE COLLAR FOR CONNECTING CONCRETE PIPE OF DIFFERENT SHELL THICKNESS OR CONNECTING CONCRETE TO CORRUGATED METAL PIPE.
62307	623-XY		DETAILS OF CONCRETE CURBS AND CONCRETE CURB & GUTTER COMBINATIONS, SLOPING AND VERTICAL TYPES
66501	ESC-100-1		BEST MANAGEMENT PRACTICE REFERENCE MATRIX
66502	ESC-100-2		BEST MANAGEMENT PRACTICE REFERENCE MATRIX
66505	ESC-200-1		TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
66506	ESC-200-2		DETAILS OF TEMPORARY SLOPE DRAIN, BERMS, AND ENERGY DISSIPATOR
66507	ESC-200-3		DETAILS OF SEDIMENT BARRIER APPLICATIONS
66508	ESC-200-4		DETAILS OF SILT FENCE INSTALLATION
66509	ESC-200-5		DETAILS OF SEDIMENT RETENTION BARRIER
66512	ESC-300-1		DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
66513	ESC-300-2		DETAILS OF HAY BALE DITCH CHECKS
66514	ESC-300-3		DETAILS OF SANDBAG DITCH CHECKS
66515	ESC-300-4		DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
66516	ESC-300-5		DETAILS OF SILT DIKE DITCH CHECKS
66517	ESC-300-6		DETAILS OF ROCK DITCH CHECKS
66518	ESC-300-7		DETAILS OF ROCK DITCH CHECKS WITH SUMP EXCAVATION
66519	ESC-300-8		DETAILS OF SILT FENCE DITCH CHECKS
66522	ESC-400-1		INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS
66523	ESC-400-2		INLET PROTECTION DETAILS OF COARSE AGGREGATE ON GRADES AND SAGS
66524	ESC-400-3		INLET PROTECTION DETAILS OF WATTLES
66525	ESC-400-4		INLET PROTECTION DETAILS OF SILT FENCE
66526	ESC-400-5		INLET PROTECTION DETAILS OF SAND BAGS
66529	ESC-501		FLOATING BASIN BOOM
66532	ESC-502		STABILIZED CONSTRUCTION ENTRANCE
66535	ESC-503		TEMPORARY DEWATERING STRUCTURES
66538	ESC-504		TEMPORARY CULVERT STREAM CROSSING
66541	ESC-505		TEMPORARY STREAM DIVERSION
66544	ESC-506-1		SUSPENDED PIPE DIVERSION (DOWNSTREAM)
66545	ESC-506-2		SUSPENDED PIPE DIVERSION (UPSTREAM)
66548	ESC-507		TEMPORARY SEDIMENTATION BASIN
68001	GN-2 NOTES		STANDARD DESIGN NOTES FOR PLAN ASSEMBLIES
70101	PS-701-6		DETAILS OF TRAFFIC STRIPING FOR 2 LANE HIGHWAYS
70140	PS-701-4		STRIPING DETAILS FOR 5 LANE ROADWAYS
70301	TCM-703	(SHEET 1 OF 2)	PAVEMENT LEGENDS AND MARKINGS
70302	TCM-703	(SHEET 2 OF 2)	PAVEMENT LEGENDS AND MARKINGS
70308	CW-703		TYPICAL CROSSWALK LAYOUTS AND DETAILS
70501	PM-705-1		DETAILS OF PAVEMENT MARKERS CLASS A, A-H, AND B
70504	PM-705-2		DETAILS OF SHOWING APPLICATION OF PAVEMENT MARKERS
70511	PM-705-6		DETAILS SHOWING APPLICATION OF PAVEMENT MARKERS FOR 5 LANE ROADWAYS
71017	IHS-710-12		DETAILS OF ROADWAY SIGN POSTS (SMALL CHANNEL AND TUBULAR SECTION)
71032	IHS-710-21		DETAILS FOR LOCATION AND MOUNTING OF STANDARD FLAT PANEL SIGNS ON U-CHANNEL AND TUBULAR POSTS
71035	IHS-710-23		LIGHTWEIGHT STRUCTURAL SIGN SUPPORT INSTALLATIONS
71060	SHS-1		STANDARD HIGHWAY SIGNS
71079	SHS-17		STANDARD HIGHWAY SIGNS
71080	SHS-18		STANDARD HIGHWAY SIGNS
71082	SHS-19		STANDARD HIGHWAY SIGNS
71084	SHS-21		STANDARD HIGHWAY SIGNS
71085	SHS-22		STANDARD HIGHWAY SIGNS
71090	SHS-26		STANDARD HIGHWAY SIGNS
71093	SHS-29		STANDARD HIGHWAY SIGNS
71094	SHS-30		STANDARD HIGHWAY SIGNS
73004	T.S.D-730-2	(SHEET 1 OF 3)	METAL TRAFFIC SIGNAL POLE AND LIGHTING INSTALLATION DETAILS
73021	T.S.D-730-9		PEDESTRIAN SIGNAL INSTALLATION
73027	T.S.D-730-10		BASE AND POLE MOUNTED CONTROLLER CABINET INSTALLATIONS
73030	T.S.D-730-11		LOOP WIRE INSTALLATION
73036	T.S.D-730-13		JUNCTION BOX INSTALLATION
73051	T.S.D-730-18		FLASHING YELLOW ARROW SIGN
73087	TSOP NO. 31		TRAFFIC SIGNAL OPERATING PLAN
74007	TCD-100		DETAILS FOR TRAFFIC CHANNELIZATION DEVICES

INDEX TO SHEETS	
SHEET NO.	TITLE
1	TITLE SHEET
1A	INDEX TO SHEETS & SPECIAL & STANDARD DRAWINGS
1B	PLANS LEGEND
1C	PLANS ABBREVIATIONS
1D	TRAFFIC SIGNAL & ITS LEGEND
1E	PRIMARY SURVEY & GEOMETRIC LAYOUT
2-2B	TYPICAL SECTIONS
2C	PROJECT NOTES
2D	GENERAL TRAFFIC CONTROL PLAN NOTES
2E	TRAFFIC SIGNAL PLAN NOTES
2F	INTELLIGENT TRANSPORTATION SYSTEM (ITS) PLAN NOTES
3-3B	SUMMARY OF QUANTITIES
4	PLAN SHEET
5-7	OMIT
8	PAVING, SIGNING & STRIPING LAYOUT
9-11	OMIT
12	UTILITY SHEET
13	OMIT
14	OMIT
15	TRAFFIC SIGNAL LAYOUT
16-19	OMIT
20	SEQUENCE OF CONSTRUCTION
21-25	TEMPORARY TRAFFIC CONTROL PLAN SHEET
26-29	OMIT
30	EROSION & SEDIMENT CONTROL LEGEND SHEET
31	EROSION AND SEDIMENT CONTROL PLAN
32-39	OMIT
40	DRAINAGE SECTION
41-49	OMIT
50-52	CROSS-SECTIONS
53-54	OMIT
55	EARTHWORK SUMMARY



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SHEET TITLE
INDEX TO SHEETS &
SPECIAL & STANDARD
DRAWINGS

ROUTE

US-98 AT
GAYFER
AVENUE

PLANS LEGEND

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	1B

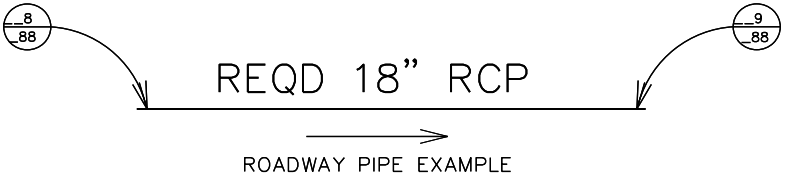
ROADWAY

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

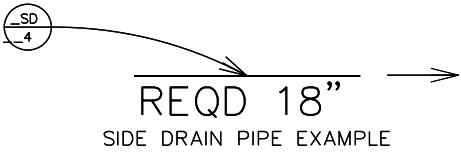
EXISTING PIPE	
REQUIRED PIPE (WITH PIPE END TREATMENT).....	
REQUIRED PIPE END TREATMENT.....	
EXISTING BOX CULVERT	
REQUIRED BOX CULVERT	
EXTENDED CULVERT	
DROP INLET OR JUNCTION BOX (SEE PLANS DESCRIPTION).....	
BRIDGE	
PIPE CULVERT (ELEVATION VIEW)	
BOX CULVERT (ELEVATION VIEW)	

DRAINAGE STRUCTURE INDEX NUMBERS

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



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



DIRECTION OF FLOW

UTILITIES

EXISTING	PROPOSED

EXISTING PAVEMENT (RETAIN).....

EXISTING PAVEMENT (REMOVE).....

EXISTING PAVEMENT (PLANE AND OVERLAY)..

CONCRETE (EXISTING OR REQUIRED).....

EXISTING CONCRETE (REMOVE).....

RIP RAP (EXISTING OR REQUIRED).....



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PLANS LEGEND

ROUTE

US-98 AT
GAYFER
AVENUE

PLANS ABBREVIATIONS

		REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
		STPOA-0220(252)	2022	1C
<div>ABANDON(ED).....ABAN ABUTMENT.....ABUT ACCELERATION.....ACCL ACQUIRED.....ACQD ACRE.....AC AHEAD.....AH ALABAMA.....AL ALABAMA DEPARTMENT OF TRANSPORTATION.....ALDOT ALTERNATE.....ALT APPROXIMATE(LY).....APP AREA.....A ASPHALT.....ASP AVERAGE ANNUAL DAILY TRAFFIC.....AADT BACK.....BK BACK OF GUARDRAIL.....BK-GR BACKSIGHT.....BS BARBED WIRE.....B/W BARREL.....BBL BARRIER.....BAR BASE LINE.....BL or > BEARING.....BRNG BEGIN.....BEG BEGINNING OF PROJECT.....BOP BETWEEN.....BTW BILLBOARD.....BBD BENCH MARK.....BM BITUMINOUS.....BIT BITUMINOUS COATED CORRUGATED METAL PIPE...BCCMP BOUNDARY.....BDY BRIDGE.....BRG BRIDGE END SLAB.....BES CAPACITY.....CAPY CAST IRON.....CI CAST IN PLACE.....CIP CATCH BASIN.....CB CENTER LINE.....CL CHAIN LINK.....C/L CLASS.....CLS CONCRETE.....CONC CONNECTION.....CONN CONSTRUCTION LIMITS.....CONST LIM CORNER.....COR CORRECTION.....CORR CORRUGATED IRON.....CORI CORRUGATED METAL.....CM CORRUGATED METAL PIPE.....CMP CORRUGATED PLASTIC PIPE.....CPP COUNTY.....CO COUNTY ROAD.....CO-RD CREEK.....CK CROSS SECTION.....X-SECT CROWN REMOVED.....CR CUBIC FEET.....FT3 or CU FT CUBIC FEET PER SECOND.....CFS CUBIC YARD.....YD3 or CU YD CUBIC METERS.....M3 CULVERT.....CULV CULTIVATED.....CULT CURB FACE.....CF CURB AND GUTTER.....C&G CUT.....C CURVE TO SPIRAL.....CS DECELERATION.....DECEL DECLINATION.....DECL DEGREE OF CURVE.....D DENIED ACCESS.....D/A DEPARTURE.....DEP DIAMETER.....DIA DIRECTION.....DIR DISTANCE.....DIST DOUBLE.....DBL DOUBLE BARREL CULVERT.....CD DRAINAGE AREA.....DA DRIVE.....DR DROP INLET.....DI EACH.....EA EASEMENT.....ESMT EAST.....E EAST BOUND ROADWAY.....EBR EDGE OF PAVEMENT.....EP ELEVATION.....EL or ELEV END OF RETURN.....ER END ANCHOR.....E/A END OF PROJECT.....EOP EQUATION.....EQ EROSION CONTROL PRODUCTS.....ECP EXCAVATION.....EXCAV EXISTING.....EX EXPANSION.....EXP EXTENSION.....EXT EXTERNAL.....E EXTRA STRENGTH.....EXT STR FEET.....FT FILL.....F FILTER BLANKET.....FLT BLNK FINISHED GRADE.....FG FINISHED SURFACE.....FS FISCAL YEAR.....FY FIXED.....FIX FLAT BOTTOM.....FB FLOW LINE.....FL or }</div>		<div>FORESIGHT OR FRONTSIGHT.....FST FRACTIONAL.....FRAC FULL SUPERELEVATION.....FS GALLON.....GAL GASOLINE PUMPS.....GPP GARAGE.....GAR GAUGE.....GA GIRDER.....GDR GOVERNMENT.....GOV GRASS.....GRS GRADE CHANGE.....GC GRADE POINT.....GP GRADE ROD.....GRD GRAVEL.....GRV GUARDRAIL.....GR HEADWALL.....HDWL HECTARE.....HA HIGH WATER MARK.....HWM HEIGHT.....HT HEIGHT OF INSTRUMENT.....HI HIGH WATER.....HW HIGHWAY.....HWY HOGWIRE.....H/W HORIZONTAL.....HOR HUB & TACK.....H&T HYDRANT.....HYD IMPACT ATTENUATOR.....IA IN ACCORDANCE WITH.....I/A/W IN PLACE.....IN-PL INCHES.....IN INCLUDING.....INCL INCORPORATED.....INC INSTRUMENT.....INST ISLAND.....ISL JOINT.....JT JUNCTION.....JCT JUNCTION BOX.....JB KILOMETER.....KM KILOMETER POST.....KMP KILOMETERS PER HOUR.....KPH LANE.....LN LATITUDE.....LAT LEFT.....LT LEFT AHEAD.....LA LEFT BACK.....LB LENGTH OF CURVE.....L LINK.....LK LIMIT.....LIM LINEAR.....LIN LINEAR FEET.....LIN FT LONGITUDE.....LONG MANHOLE.....MH MARKER.....MRK MAXIMUM.....MAX MEAN HIGH WATER.....MHW MEAN LOW WATER.....MLW MEASUREMENT.....MEAS MEDIAN.....MED METER.....M MERIDIAN.....MER MILE POST.....MP MILES.....MI MILES PER HOUR.....MPH MILLIMETER.....MM MINIMUM.....MIN MONUMENT.....MON MULTIPLE.....MULT NORMAL.....NORM NORMAL CROWN.....NC NORMAL CROWN SLOPE.....NCS NORTH.....N NORTH BOUND ROADWAY.....NBR NORTHING-EASTING.....NE NOT IN CONTRACT.....NIC NOT TO SCALE.....NTS NUMBER.....NO OBSERVATION.....OBS ON CENTER.....OC ORIGINAL.....ORIG OVERHEAD.....OHD OVERHAUL.....OH OUT TO OUT.....OO PAINT.....PNT PAVED.....PVD PAVED SHOULDER.....PVD SH PAVEMENT.....PVMT PIPE END TREATMENT.....PET PIPE ENTERING CULVERT.....PEC PLATE GIRDER.....PL GDR POINT OF BEGINNING.....POB POINT OF COMPOUND CURVE.....PCC POINT OF CURVATURE.....PC POINT OF REVERSE CURVATURE.....PRC POINT OF ENDING.....POE POINT OF INTERSECTION.....PI POINT OF TANGENCY.....PT POINT ON CURVE.....POC POUND.....LB PRESENT.....PRES PROFILE GRADE.....PG</div>	<div>PROJECT.....PROJ PROJECT CONTROL.....PJC PROPERTY LINE.....PJC PROPOSED.....PROP QUADRUPLE.....QUAD QUADRUPLE BARREL CULVERT.....CQ QUANTITY.....QUANT RADIUS.....R RAILROAD.....RR RANGE.....RGE RECORD.....REC REDUCTION.....RED REFERENCE.....REF REFERENCE POINT.....RP REFERENCE POINT FOR POINT ON TANGENT.....RPPOT REINFORCED.....REINF REINFORCED CONCRETE.....RC REINFORCED CONCRETE DECK GIRDER.....RCDG REINFORCED CONCRETE PIPE.....RCP REINFORCING STEEL.....REINF STL RELOCATE.....RELC REMOVE.....REM REQUIRED.....REQD RETAIN(ING).....RET REVERSE CROWN.....RC REVISION.....REV RIGHT.....RT RIGHT AHEAD.....RA RIGHT BACK.....RB RIGHT OF WAY.....ROW RIGHT OF WAY MARKER.....ROWM RIVER.....RIV ROAD.....RD ROADWAY.....RDWY SECTION.....SEC SERVICE ROAD.....SER RD SHEET.....SHT SHEET PILING.....SHT PILE SHOULDER.....SHLD SIDE DRAIN.....SD SIDEWALK.....SW SIGHT DISTANCE.....S DIST SINGLE BARREL CULVERT.....CS SKEW.....SK SLOPE STAKE.....SST SOLID SODDING.....SOL SOD SOUTH.....S SOUTH BOUND ROADWAY.....SBR SPECIAL.....SP SPECIAL DITCH.....SP-DT SPECIAL DITCH LEFT.....SDL SPECIAL DITCH MEDIAN.....SDM SPECIAL DITCH RIGHT.....SDR SPECIAL DRAWING.....SP-DWG SPECIFICATIONS.....SPEC SPRING LINE.....SL SPIRAL TO CURVE.....SC SPIRAL POINT OF INTERSECTION.....SPI SPIRAL TO TANGENT.....ST SQUARE.....SQ SQUARE FEET.....FT2 or SQ FT SQUARE METERS.....M2 SQUARE YARD.....YD2 or SQ YD STAKE.....STK STANDARD.....STD STANDARD DRAWING.....STD-DWG STANDARD STRENGTH.....STD STR STATION.....STA STATION & ELEVATION.....S/E STATION & OFFSET.....SO STOPPING SIGHT DISTANCE.....SSD STREET.....ST STRUCTURE.....STR SUB-GRADE.....SG SUPERELEVATION.....SE,se or e SURVEY.....SRV SYMMETRICAL.....SYM TANGENT.....TAN TANGENT LENGTH (CURVE DATA).....T TANGENT TO SPIRAL.....TS TEMPORARY.....TEMP TEMPORARY BENCH MARK.....TBM TEMPORARY CONSTRUCTION EASEMENT.....TCE THROAT.....TH TOWNSHIP.....TSHP TRIPLE.....TR TRIPLE BARREL CULVERT.....CT TURN OUT.....TO TURNING POINT.....TP TYPE.....TY UNIT.....U UNKNOWN.....UNK UNPAVED.....UNPVD VALLEY GUTTER.....VG VARIABLE.....VAR VERTICAL.....VERT VERTICAL CURVE.....VC VERTICAL POINT OF CURVATURE.....PVC VERTICAL POINT OF INTERSECTION.....PVI</div>	<div>VERTICAL POINT OF TANGENCY.....PVT VITRIFIED.....VIT VOLUME.....VOL WEST.....W WEST BOUND ROADWAY.....WBR WING WALL.....WW WITNESS CORNER.....WC WOOD.....WD WORKING POINT.....WP WOVEN WIRE.....W/W YARD.....YD</div> <div>STRUCTURES</div> <div>NUMBER OF STORIES.....1,2,3,4 FRAME.....FR BUILDING.....BLDG BLOCK.....BLK BRICK.....BR STUCCO.....STU METAL.....MET RESIDENCE.....RES BUSINESS.....BUS WAREHOUSE.....WHSE CHICKEN HOUSE.....CH HSE CHURCH.....CH SCHOOL.....SCH DOUBLE WIDE MOBILE HOME.....DW MH MOBILE HOME.....MH</div> <div>UTILITIES</div> <div>ANCHOR WIRE.....AW BURIED ELECTRIC.....BE BURIED FIBER OPTIC.....BFO BURIED TELEPHONE CABLE.....BTC BURIED CABLE TELEVISION.....BTVC CAST IRON.....CI CIRCUIT.....CKT DUCTILE IRON.....DUC IRON EASEMENT.....ESMT FIBER OPTIC.....FO FIRE HYDRANT.....FH FORCED MAIN (SANITARY SEWER).....FM GAS MAIN.....GM GAS METER.....GMET GAS VALVE.....GV GUY WIRE.....GUY HIGH PRESSURE.....HP KILOVOLT AMPS.....KVA MANHOLE.....MH MERCURY VAPOR LIGHT.....MVL OVERHEAD FIBER OPTIC.....OFO OVERHEAD TELEPHONE CABLE.....OTC OVERHEAD ELECTRIC CABLE.....OE OVERHEAD CABLE TELEVISION.....OTV PAIR.....PR PEDESTAL.....PED POLY-VINYL CHLORIDE PIPE.....PVC POWER POLE.....PP SANITARY SEWER.....SS SERVICE.....SERV STEEL.....STL STORM DRAIN.....STM STORM SEWER.....STMS SWITCH.....SW TELEPHONE.....TEL TELEPHONE MANHOLE.....TMH TRANSFORMER.....TRAN TRANSMISSION LINE.....TR LN TRIAXIAL CABLE (SERVICE).....TRIX VITRIFIED CLAY PIPE.....VCP WATER MAIN.....WM WATER METER.....WMET WATER VALVE.....WV</div> <div>PROPERTY</div> <div>DEED BOOK.....DB REAL PROPERTY BOOK.....RP PLAT BOOK.....PB MAP BOOK.....MB PAGE.....PG OFFICIAL RECORD.....OR CAPPED (TYPICAL PLASTIC SURVEYORS CAP)...CAP ALUMINUM CAP.....ALUM CAP BRASS CAP.....BR CAP IRON PIPE.....IP CRIMPED.....CR REINFORCING STEEL.....REBAR CONCRETE MONUMENT.....CM DAMAGED.....DAM CHISELED X.....CH"X" HUB AND TACK.....H&T NAIL AND BOTTLE TOP.....N&BT PARKER-KALON (MASONARY NAILS).....PK NAIL FENCE POST.....F-POST RAILROAD IRON.....RR IRON COTTON SPINDLE.....COT SP ANGLE IRON.....ANGLE IRON</div>



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SHEET TITLE

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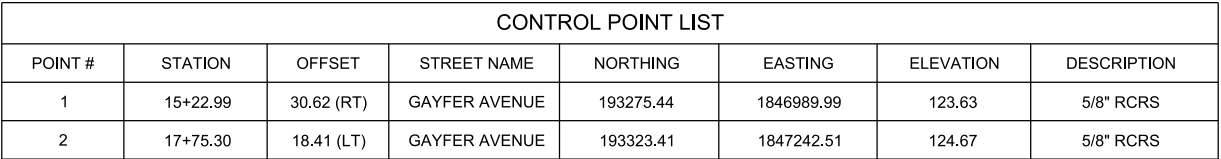
US-98 AT
GAYFER
AVENUE

TRAFFIC SIGNAL & ITS LEGEND

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	1D

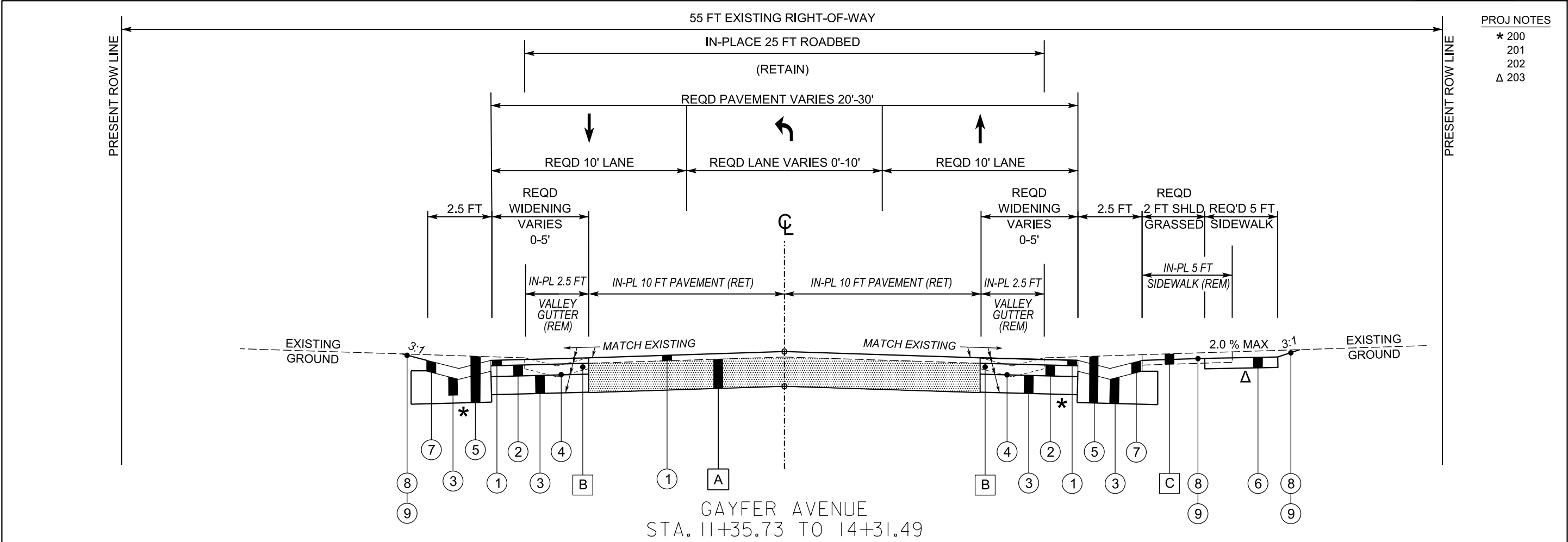
ELECTRICAL BOXES			MISCELLANEOUS EQUIPMENT			ABBREVIATIONS		
	EXISTING	REQUIRED		EXISTING	REQUIRED			
METALLIC PULL BOX			TRAFFIC SIGNAL HEAD			AMERICAN WIRE GUAGE	AWG	
FIBER OPTIC COMMBOX TYPE F1			TRAFFIC SIGNAL HEAD WITH BACKPLATE			CLOSED CIRCUIT TELEVISION	CCTV	
FIBER OPTIC COMMBOX TYPE F2			PEDESTRIAN SIGNAL HEAD			CONDUIT.....	C	
TRAFFIC SIGNAL JUNCTION BOX			8 FOOT PEDESTAL POLE AND PEDESTRIAN SIGNAL HEAD			CURB AND GUTTER	C&G	
CABLE IN CONDUIT			PEDESTAL MOUNTED FLASHING WARNING SIGNAL WITH SIGN			DYNAMIC MESSAGE SIGN	DMS	
FIBER OPTIC CABLE IN CONDUIT (UNDERGROUND)			PEDESTAL MOUNTED ILLUMINATED SCHOOL ZONE SIGN			EASTBOUND ROADWAY	EBR	
FIBER OPTIC CABLE IN CONDUIT (UNDERGROUND WITH CONCRETE)			PUSH BUTTON ASSEMBLY			EMERGENCY VEHICLE PREEMPTION	EVP	
FIBER OPTIC CABLE IN CONDUIT (BRIDGE ATTACHED)			SPAN/MASTARM MOUNTED SIGN			END ANCHOR	E/A	
FIBER OPTIC CABLE (AERIAL INSTALLATION)			OMNI DIRECTIONAL ANTENNA			FLASHING BEACON	FB	
INTERCONNECT CABLE IN CONDUIT (UNDERGROUND)			DIRECTIONAL ANTENNA			GALVANIZED RIGID CONDUIT.....	GRC	
INTERCONNECT CABLE (AERIAL INSTALLATION)			EMERGENCY VEHICLE PREEMPTION SENSOR			GUARDRAIL	GR	
CONDUIT			BLANKOUT MESSAGE SIGN			HIGH DENSITY POLYETHYLENE	HDPE	
ENCASEMENT			TRAFFIC CONTROL CENTER			HIGHWAY ADVISORY RADIO	HAR	
OVERHEAD ELECTRIC			HIGHWAY ADVISORY RADIO			INDIVIDUAL LOWERING DEVICE	ILD	
BURIED ELECTRIC			HUB BUILDING			INTELLIGENT TRANSPORTATION SYSTEM(S)....	ITS	
VEHICULAR DETECTORS			DYNAMIC MESSAGE SIGN (OVERHEAD)			JUNCTION BOX	JB	
PRESENCE LOOP DETECTOR			DYNAMIC MESSAGE SIGN (ROADSIDE)			LEFT	LT	
QUADRUPOLE LOOP DETECTOR			DYNAMIC MESSAGE SIGN (CANTILEVER)			LIGHT EMITTING DIODE	LED	
6'x 6' LOOP DETECTOR			BROADBAND RADIO SYSTEM			LIGHT POLE	LP	
VEHICLE DETECTION CAMERA			WIRELESS SENSOR			LUMINAIRE	LUM	
HYBRID DETECTION UNIT			DIGITAL RADIO			MILEPOST.....	MP	
VIDEO DETECTION ZONE						NORTHBOUND ROADWAY	NBR	
RADAR DETECTION UNIT						NON-METALLIC CONDUIT	NMC	
CABINETS						PAN TILT ZOOM.....	PTZ	
CABINET						PRIMARY FIBER DISTRIBUTION UNIT.....	PFDU	
CAMERAS						PROPERTY LINE	PL	
CCTV CAMERA, FIXED						PUBLIC ACCESS CAMERA.....	PAC	
CCTV CAMERA, PTZ						PULL BOX.....	PB	
POLES						RADIUS	R	
METAL POLE						RAILROAD	RR	
CONCRETE POLE						RIGHT	RT	
METAL MASTARM POLE						RIGHT OF WAY.....	ROW	
CLASS 3 WOOD SERVICE POLE WITH DISCONNECT						ROADWAY	RDWY	
WOOD POLE						SECONDARY FIBER DISTRIBUTION UNIT	SFDU	
DOWN GUY						SCHOOL.....	SCH	
LUMINAIRE						SOUTHBOUND ROADWAY	SBR	
						STANDARD DRAWING	STD-DWG	
						STATION	STA	
						TRAFFIC CONTROL CENTER	TCC	
						TRAFFIC SIGNAL OPERATING PLAN	TSOP	
						TRANSPORTATION MANAGEMENT CENTER	TMC	
						TURNOUT	TO	
						VEHICLE DETECTION CAMERA	VDC	
						WESTBOUND ROADWAY	WBR	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	1E



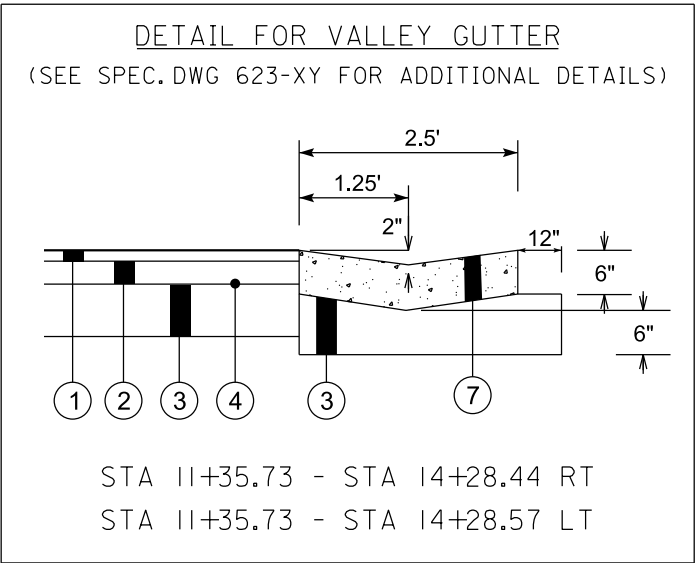
TYPICAL SECTIONS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2



PAVEMENT SCHEDULE LEGEND

REQUIRED		
LEGEND	ITEM NO	DESCRIPTION
①	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 #/SY)
②	424B-662	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (350 #/SY)
③	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
④	401A-000	BITUMINOUS TREATMENT A
⑤	210A-000 AND/OR 210D-022	UNCLASSIFIED EXCAVATION AND/OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))
⑥	618A-000	CONCRETE SIDEWALK, 4" THICK
⑦	623A-001	CONCRETE GUTTER (VALLEY)
⑧	650A-000	TOPSOIL (4" THICK)
⑨	654A-001	SOLID SODDING (BERMUDA)
IN-PLACE		
A	---	IN-PLACE PAVEMENT (3.38") IN-PLACE BASE (6.00") (RETAIN AND OVERLAY)
B	---	IN-PLACE VALLEY GUTTER (REMOVE)
C	---	IN-PLACE SIDEWALK (4.00") (REMOVE)



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ALABAMA DEPARTMENT
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SHEET TITLE

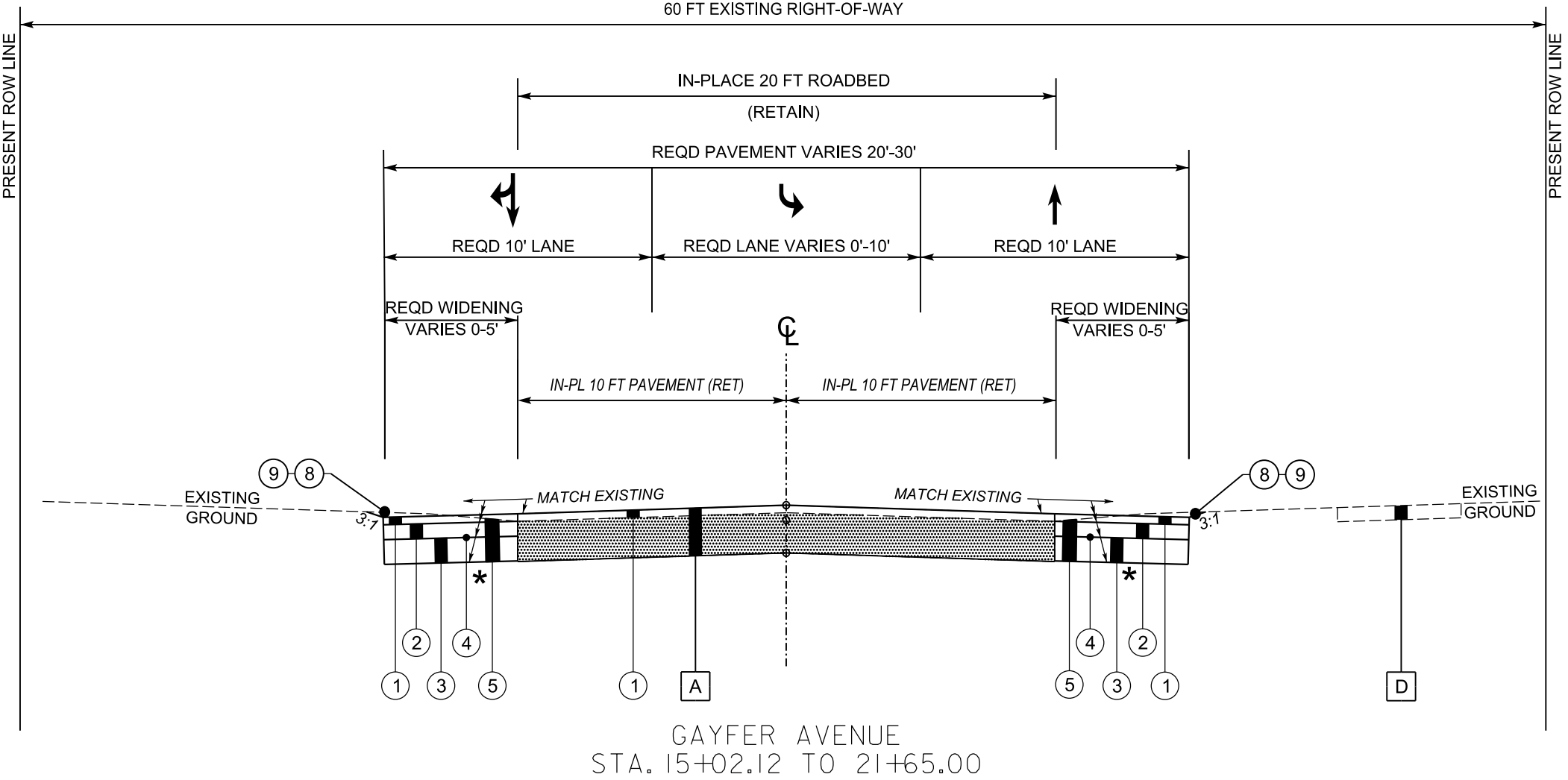
TYPICAL
SECTION

ROUTE

US-98 AT
GAYFER
AVENUE

TYPICAL SECTIONS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2A



PROJ NOTES
★ 200
201

PAVEMENT SCHEDULE LEGEND

REQUIRED		
LEGEND	ITEM NO	DESCRIPTION
①	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 #/SY)
②	424B-662	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (350 #/SY)
③	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
④	401A-000	BITUMINOUS TREATMENT A
⑤	210A-000 AND/OR 210D-022	UNCLASSIFIED EXCAVATION AND/OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))
⑧	650A-000	TOPSOIL (4" THICK)
⑨	654A-001	SOLID SODDING (BERMUDA)
IN-PLACE		
A	---	IN-PLACE PAVEMENT (3.38") IN-PLACE BASE (6.00") (RETAIN)
D	---	IN-PLACE SIDEWALK (4.00") (RETAIN)



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SHEET TITLE

TYPICAL
SECTION

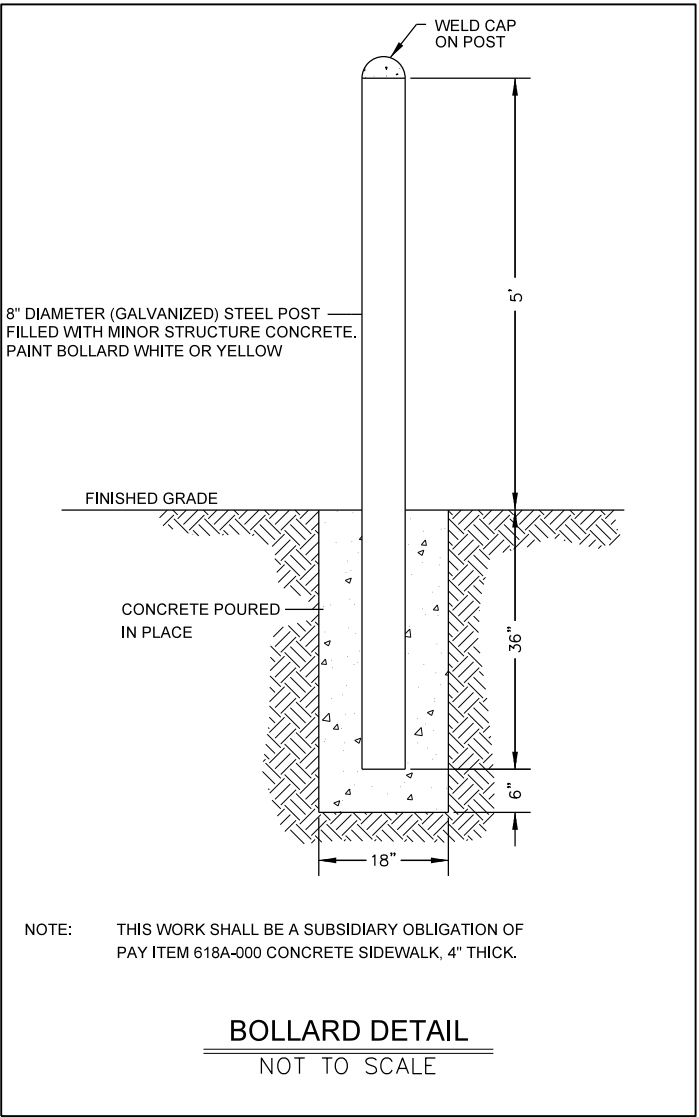
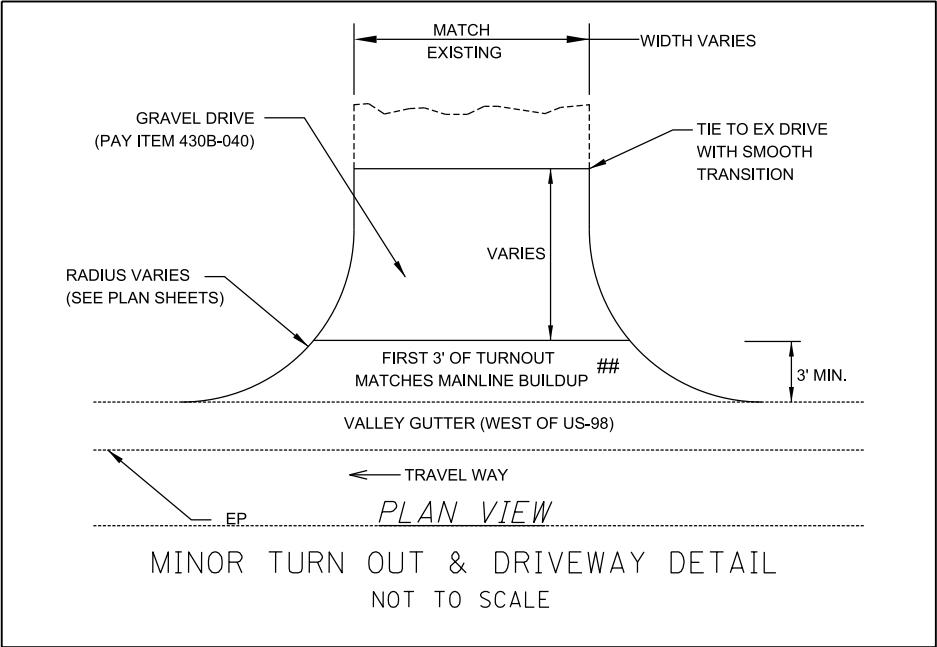
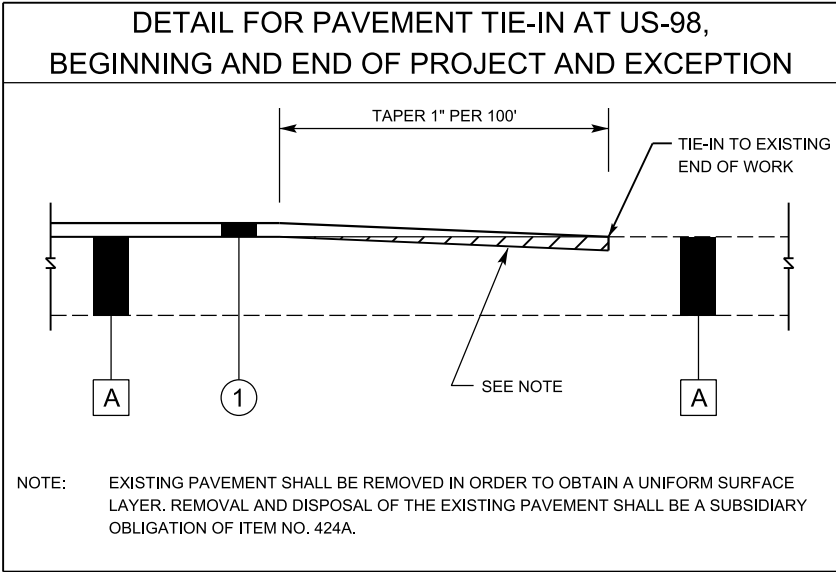
ROUTE

US-98 AT
GAYFER
AVENUE

TYPICAL SECTIONS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2B

PROJ NOTES
204



PAVEMENT SCHEDULE LEGEND		
REQUIRED		
LEGEND	ITEM NO	DESCRIPTION
①	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 #/SY)
IN-PLACE		
A		IN-PLACE PAVEMENT (RETAIN)



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SHEET TITLE

TYPICAL
SECTION

ROUTE

US-98 AT
GAYFER
AVENUE

PROJECT NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2C

- 200

ROADBED PROCESSING IS WAIVED IN AREAS WHERE THE REQUIRED PROCESSING WIDTH IS LESS THAN SIX (6) FEET. THE TOP 6" OF THE SUBGRADE IN THESE AREAS SHALL BE COMPACTED TO 100% AASHTO T-99. COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF THE OVERLYING LAYER.
- 201

THE DEMOLITION OF SIDEWALKS, CURB & GUTTER, CONCRETE PAVEMENT, ETC. SHALL BE ACCOMPLISHED IN A MANNER WHICH WILL PREVENT DAMAGE TO ADJACENT STRUCTURES. ANY DAMAGE THAT SHOULD OCCUR TO ANY EXISTING STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 202

THE CROSS SLOPE OF NEW SECTIONS OF SIDEWALKS SHALL NOT EXCEED 2.0%. DUE TO CONSTRUCTION TOLERANCES THE CONTRACTOR IS ENCOURAGED TO CONSTRUCT THE CROSS SLOPES AT 1.5% OR FLATTER. ACCEPTANCE OF ALL CROSS SLOPES WILL BE DETERMINED BY AN ELECTRONIC DIGITAL LEVEL UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ALL SECTIONS OF NEW SIDEWALK THAT ARE CONSTRUCTED AT CROSS SLOPES GREATER THAN 2.0% SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- 203

THE SUBGRADE COMPACTION BENEATH THE REQUIRED SIDEWALK SHALL BE TO THE SATISFACTION OF THE ENGINEER AND THE COST SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 618A.
- 204

THE DENSITY REQUIREMENTS FOR THE WEARING SURFACE PLACED ON DRIVEWAYS SHALL BE WAIVED. COMPACTION FOR THIS AREA SHALL BE TO THE SATISFACTION OF THE ENGINEER.
- 300

ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104.03 OF THE STANDARD SPECIFICATIONS.
- 301

THE CONTRACTOR SHALL TRANSITION ALL REQUIRED VALLEY GUTTER TO MATCH EXISTING VALLEY GUTTERS. THE TRANSITION SHALL OCCUR WITHIN THE LAST 10 FEET OF THE REQUIRED ITEM OR AS DIRECTED BY THE ENGINEER.
- 302

EXISTING PAVEMENT TO BE REMOVED SHALL BE SAW CUT ALONG A NEAT STRAIGHT LINE PRIOR TO REMOVAL. THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 210A-000.
- 303

OMIT
- 304

THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AS SHOWN THROUGHOUT THE PLANS AND SHALL CONSTRUCT THE SIDEWALK AND ALL OTHER PROJECT FEATURES IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA).
- 305

ALL CONCRETE SIDEWALK SHALL HAVE A STANDARD BROOM FINISH.
- 306

OMIT
- 307

WORK ASSOCIATED WITH THE NOTCHING OF THE CRUSHED AGGREGATE BASE COURSE TO ACCOMMODATE THE REQUIRED GUTTER SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 623A.
- 308

FOR SIDEWALK RAMP LOCATIONS, THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAVER PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE COST FOR THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 424A.
- 309

THE CONTRACTOR SHALL PREPARE (BLADING, SHAPING AND COMPACTING TO THE SATISFACTION OF THE ENGINEER) AND PAVE UNPAVED DRIVEWAYS, INTERSECTING STREETS, TURNOUTS, AND APRONS AS SHOWN ON THE TYPICAL SECTION SHEETS. ROADBED PROCESSING IS WAIVED. COST OF BLADING, SHAPING AND COMPACTING SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 424A.
- 310

NO TESTING WILL BE REQUIRED FOR THE AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B) ITEM 430B. MATERIAL ACCEPTANCE SHALL BE BY VISUAL INSPECTION OF THE ENGINEER.
- 311

ALL PERMANENT OR TEMPORARY STRIPING PLACED ON A FINAL WEARING SURFACE THAT DOES NOT MEET THE TOLERANCES SPECIFIED SHALL BE REMOVED BY HYDRAULIC MEANS ONLY AND REPLACED WITHOUT COMPENSATION. THIS INCLUDES AREAS WHERE THE PERMANENT STRIPING DOES NOT MATCH THE ALIGNMENT, SPACING, ETC. OF THE TEMPORARY STRIPE, LEAVING THE TEMPORARY STRIPE EXPOSED.
- 312

THE CONTRACTOR SHALL STOCKPILE ALL REMOVED SIGNS (INCLUDING SIGN POSTS) ON THE RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER FOR PICK UP BY CITY FORCES. THE COST OF REMOVING THE SIGNS (INCLUDING SIGN POSTS) AND STOCKPILING THE SIGNS AND SIGN POSTS ON THE RIGHT-OF-WAY SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 210A. CONTACT RICHARD JOHNSON, CITY ENGINEER, AT (251) 928-8003.
- 313

SIDEWALK LOCATIONS AND WIDTHS SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER TO AVOID UTILITY CONFLICTS.
- 314

BOLLARDS ARE TO BE INSTALLED TO PROTECT THE EXISTING UTILITIES IN THE SOUTHWEST QUADRANT OF THE INTERSECTION NEAR STATION 14+00.00. PLACEMENT OF THE BOLLARDS ARE TO BE ADJUSTED BY THE ENGINEER ON SITE. THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM 618A-000 CONCRETE SIDEWALK, 4" THICK
- 800

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/ COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. IN THE EVENT OF ANY DAMAGE TO THE IN-PLACE UTILITIES, THEY SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AND THE UTILITY OWNER, AT THE CONTRACTOR'S EXPENSE.
- 900

NPDES COVERAGE IS NOT REQUIRED FOR THIS PROJECT.
- 901

THERE SHALL BE NO FUEL TANKS STORED ON THE RIGHT OF WAY. IN ADDITION, FUEL TRUCKS OR VEHICLES TRANSPORTING CHEMICALS, FERTILIZERS, ETC. SHALL NOT BE LEFT UNATTENDED ON THE RIGHT OF WAY.



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SHEET TITLE

PROJECT NOTES

ROUTE

US-98 AT
GAYFER
AVENUE

TRAFFIC SIGNAL PLAN NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2E

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

○ NOTES THAT APPLY TO THIS PROJECT.

500. WHEN THE CONTROLLER IS IN THE FLASHING MODE, THE VEHICULAR SIGNAL HEADS SHALL FLASH YELLOW ON THE MAINLINE ROUTE, RED ON ALL CROSS STREETS, AND RED ON PROTECTED LEFT TURNS.
501. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE STATE INCLUDING SIGNAL HEADS, CONTROLLERS, POLES, AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE ALABAMA DEPARTMENT OF TRANSPORTATION AS DIRECTED BY THE ENGINEER.
502. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE CITY OR COUNTY INCLUDING SIGNAL HEADS, CONTROLLERS, POLES AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE ALABAMA DEPARTMENT OF TRANSPORTATION AS DIRECTED BY THE ENGINEER.
503. THE LOCATION OF THE POWER SOURCE AS SHOWN IN THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE POWER SOURCE AND THE SHORTEST ROUTE TO SERVE THE TRAFFIC SIGNAL CONTROLLER CABINET AND LUMINAIRES.
504. FROM THE DATE TIME CHARGE BEGINS THE CONTRACTOR SHALL ASSUME TOTAL RESPONSIBILITY FOR ALL EXISTING, TEMPORARY, AND NEW TRAFFIC CONTROL UNIT(S) ON THE PROJECT. THE CONTRACTOR SHALL CONTINUE THE OPERATION AND MAINTENANCE OF THE EXISTING TRAFFIC CONTROL UNIT(S) UNTIL THE ENTIRE NEW PERMANENT TRAFFIC CONTROL UNIT(S) IS(ARE) OPERATIONAL AND ACCEPTED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION.
505. THE CONTRACTOR, WITHOUT EXTRA COMPENSATION, SHALL BE RESPONSIBLE TO INSURE THE CONTINUAL OPERATION AND MAINTENANCE OF THE EXISTING AND TEMPORARY TRAFFIC CONTROL UNIT(S) DURING THE PERIOD OF CONSTRUCTION. MAINTAINING CONTINUAL OPERATION SHALL INCLUDE THE RELOCATION OF VEHICULAR SIGNAL HEADS DURING CONSTRUCTION AND THE MATERIALS AND LABOR NECESSARY TO INSURE THE CONTINUAL OPERATION OF THE TRAFFIC CONTROL UNIT(S) EQUIPMENT AT ALL TIMES.
506. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO LOCATE ALL OVERHEAD AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY AND THE ENGINEER. THE CONTRACTOR SHALL BEAR ALL COST TO REPAIR ANY AND ALL DAMAGES TO THE UTILITIES CAUSED BY THE CONTRACTOR.
507. THE ALABAMA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO RESPOND TO TRAFFIC CONTROL UNIT(S) MALFUNCTIONS IN AN EMERGENCY OR NATURAL DISASTER. IN DOING SO THE CONTRACTOR’S LIABILITY AND RESPONSIBILITY RELATED TO MAINTAINING THE TRAFFIC UNIT(S) OR SYSTEM REMAINS IN EFFECT.
508. THE CONTRACTOR SHALL HAVE THE APPROVAL OF THE ENGINEER PRIOR TO THE REMOVAL OF ANY EXISTING TRAFFIC CONTROL UNIT. THE CONTRACTOR SHALL NOT REMOVE AN EXISTING TRAFFIC CONTROL UNIT UNTIL THE REQUIRED TRAFFIC CONTROL UNIT IS INSTALLED AND COMPLETELY OPERATIONAL.

509. EACH REQUIRED TRAFFIC SIGNAL STRAIN POLE AND MAST ARM POLE MAY VARY IN LENGTH AND SIZE. THE CONTRACTOR SHALL ASCERTAIN THAT THE POLE HEIGHTS ARE SUFFICIENT TO PROVIDE THE REQUIRED VEHICULAR TRAFFIC SIGNAL CLEARANCE. EXTENSIONS FOR MOUNTING SIGNALS SHALL BE PROVIDED WHEN NECESSARY.
510. EACH MAST ARM MAY VARY IN LENGTH. THE CONTRACTOR SHALL ASCERTAIN THAT ALL ARM LENGTHS ARE SUFFICIENT SO THAT EACH VEHICULAR SIGNAL HEAD POSITION CONFORMS TO THE MUTCD.
511. THE TRAFFIC SIGNAL POLE LOCATION(S) AS SHOWN IN THE PLANS IS(ARE) APPROXIMATE. THE CONTRACTOR SHALL COORDINATE THE POLE LOCATION(S) WITH THE ENGINEER. THE CONTRACTOR SHALL ASCERTAIN THAT THE FINAL POLE LOCATION(S) PROVIDE FOR THE VEHICULAR TRAFFIC SIGNAL HEADS TO MEET THE DISTANCE REQUIREMENTS TO THE STOP LINE AS REQUIRED BY THE MUTCD. WHEN PEDESTRIAN SIGNAL HEADS AND/OR PEDESTRIAN CROSSWALKS ARE INVOLVED THE SAME SAID POLE LOCATION(S) SHALL ALSO CONFORM TO THE RELATIVE SECTIONS OF THE MUTCD.
512. THE CONTRACTOR SHALL LOCATE EACH REQUIRED AND RELOCATED VEHICULAR TRAFFIC SIGNAL HEAD ON THE SPAN WIRE OR MAST ARM SO THAT EACH HEAD IS LOCATED IN THE APPROACH LANE FOR WHICH IT APPLIES. LOCATION OF SIGNAL HEADS SHALL CONFORM TO THE MUTCD.
513. THE TRAFFIC SIGNAL STRAIN POLE LOCATION(S) AS SHOWN IN THE PLANS IS(ARE) APPROXIMATE. THE ENGINEER SHALL APPROVE ALL FOUNDATION LOCATIONS PRIOR TO THE CONTRACTOR EXCAVATING FOR EACH FOUNDATION.
514. BALANCE ADJUSTERS SHALL BE INSTALLED ON TRAFFIC SIGNAL HEADS FOR PROPER AIM. THE CONTRACTOR SHALL ALIGN THE SIGNAL HEADS IN ACCORDANCE WITH THE MUTCD AND TO THE SATISFACTION OF THE ENGINEER.
515. A 12 INCH DRIP COIL WITH 3 LOOPS SHALL BE PROVIDED TO THE RIGHTS OF EACH VEHICULAR TRAFFIC SIGNAL HEAD. A DRIP LOOP SHALL BE FORMED SO THAT WATER CANNOT ENTER THE ENTRANCE CLAMP. THE WIRE SHALL ENTER THE CLAMP FROM THE BOTTOM OF THE DRIP LOOP.
516. WHEN PVC CONDUIT IS USED FROM THE CONTROLLER TO THE STEEL STRAIN POLE OR MAST ARM POLE, THE CONTRACTOR SHALL BOND THE CONTROLLER TO THE POLE WITH A #6-1C BONDING CABLE.
517. MARKING TAPE SHALL BE BURIED OVER CONDUIT. THE TAPE SHALL BE 4 INCH POLYETHYLENE, RED IN COLOR WITH BLACK LETTERING.
518. WHEN EXISTING LOOP WIRE AND VEHICLE LOOP DETECTORS ARE TO BE RETAINED AND REUSED, OR RELOCATED IN A NEW CONTROLLER CABINET, THE CONTRACTOR SHALL ASCERTAIN THE MANUFACTURER AND MODEL NUMBER OF EACH EXISTING DETECTOR AMPLIFIER AND PROVIDE A NEW WIRING HARNESS COMPLETELY WIRED IN THE CONTROLLER CABINET FOR EACH EXISTING DETECTOR AMPLIFIER.
519. WHEN SYSTEM TIMINGS ARE NOT INCLUDED IN THE PLANS FOR TIME BASE OR CLOSED LOOP SYSTEMS, IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO CALCULATE SYSTEM TIMINGS. THE COST OF CALCULATING SYSTEM TIMINGS SHALL BE A SUBSIDIARY OBLIGATION OF 730C.
520. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO IMPLEMENT AND FINE TUNE THE ADAPTIVE SYSTEM SETTINGS. THE COST OF IMPLEMENTATION AND FINE TUNING SHALL BE A SUBSIDIARY OBLIGATION OF 730C.

521. THE AREA TRAFFIC ENGINEER SHALL BE RESPONSIBLE FOR INPUTTING AND FINE TUNING THE TIMINGS.
522. WHEN EXISTING SPAN WIRE THAT IS TO BE RETAINED HAS SAGGED, THE CONTRACTOR SHALL ADJUST THE SPAN WIRE SO THAT SIGNAL HEADS COMPLY WITH THE CLEARANCE SHOWN ON THE STANDARD DETAIL DRAWING.
523. A NOTICE OF INTENT FOR NPDES PERMIT COVERAGE HAS BEEN FILED WITH ADEM FOR THIS PROJECT. A COPY OF THE CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) IS AVAILABLE THROUGH OFFICE ENGINEER PRIOR TO BIDDING.
524. THE CONTRACTOR SHALL PROVIDE A SET OF AS-BUILT PLANS TO THE AREA TRAFFIC ENGINEER.
525. REPEATERS SHALL BE MOUNTED AT A MINIMUM OF 12 FT ABOVE THE ROADWAY SENSORS.
526. CORE DRILL 4 INCH DIAMETER HOLE, 2 1/4 INCH DEEP PER SENSOR.
527. THE INSTALLER SHALL PROVIDE TWO UNIFORMED POLICE OFFICERS FOR TRAFFIC CONTROL PURPOSES DURING TIMES WHEN THE TRAFFIC SIGNAL IS OUT OF OPERATION.
528. IN ACCORDANCE WITH ALDOT STANDARD SPECIFICATION 730.03, A 30 DAY BURN-IN PERIOD IS REQUIRED. THE CONTRACTOR MUST NOTIFY THE ALDOT AREA TRAFFIC ENGINEER ONCE ALL WORK IS COMPLETED.
529. ADAPTIVE SYSTEM CALIBRATION AND FINE TUNING MUST BE COMPLETED PRIOR TO THE BEGINNING OF THE SIGNAL’S BURN-IN PERIOD.
530. THE CONTRACTOR SHALL INSTALL BACK PLATES WITH A 1 INCH TO 3 INCH FLUORESCENT YELLOW REFLECTIVE BORDER ON ALL SIGNAL HEADS (EXISTING AND REQUIRED)
531. THE EXISTING ADVANCE IN-PAVEMENT DETECTION WILL NOT BE UTILIZED ON THE FINISHED ADAPTIVE INTERSECTION. ALL SCOOT SYSTEM DETECTORS NOT BEING UTILIZED AFTER THE PROJECT COMPLETION SHALL BE REMOVED BY THE CONTRACTOR AND PROVIDED TO THE ALDOT AREA OFFICE.
532. THE RADAR DETECTION SYSTEM USED AS PART OF THIS PROJECT SHALL BE CAPABLE OF ADVANCED, STOP BAR, AND ADAPTIVE DETECTION INPUTS THAT IS COMPATIBLE WITH THE AREA’S SCOOT SIGNAL SYSTEM. EQUIPMENT MUST BE APPROVED BY THE ALDOT AREA TRAFFIC ENGINEER PRIOR TO PROCUREMENT.
533. ITEM 730D-040, DETECTION SYSTEM SHALL BE VANTAGE VECTOR NEXT HYBRID AS MANUFACTURED BY ITERIS, INC.

INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PLAN NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	2F

IN THE EVENT CONFLICTS OCCUR BETWEEN THE ITS PLAN NOTES
AND THE MUTCD, THE MUTCD WILL GOVERN.



NOTES THAT APPLY TO THIS PROJECT.

1100. THE LOCATION OF THE POWER SERVICE AS SHOWN IN THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE POWER SERVICE AND THE SHORTEST ROUTE TO SERVE THE ITS CABINET AND DEVICES. THE CONTRACTOR SHALL HAVE THE POWER SERVICE LOCATION(S) APPROVED BY THE ENGINEER PRIOR TO INSTALLING POWER POWER SERVICE.

1101. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS OR LINE LOCATION SERVICE TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT, WHETHER SHOWN ON PLANS OR NOT. DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY AND THE ENGINEER. THE COST OF SUCH REPAIRS SHALL BE BORNE BY THE CONTRACTOR.

1102. THE LOCATION OF ANY REQUIRED COMMBOXES AND/OR ELECTRICAL/FIBER CABLE CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THE EXISTING UTILITIES.

1103. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY ROADWAY, LIGHTING, OR BRIDGE ELEMENTS THAT OCCUR DURING THE CONSTRUCTION OF THIS PROJECT DUE TO HIS OPERATIONS. THE METHOD OF REPAIR SHALL BE APPROVED BY THE ENGINEER PRIOR TO REPAIRS BEING DONE. ANY COST OF SUCH REPAIRS SHALL BE BORNE BY THE CONTRACTOR.

1104. THIS PROJECT SHALL BE LIMITED TO --- (---) END-TO-END SPLICES OF THE --- FIBER SINGLE MODE FIBER OPTIC CABLE AT LOCATIONS SELECTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. “END-OF-DAY” CABLE CUTS AND SPLICING ARE NOT PERMITTED.

1105. AT FIBER OPTIC CABLE END-TO-END SPLICE LOCATION(S) AND AT FIBER OPTIC CABLE END-OF-RUN LOCATION(S), THE CONTRACTOR SHALL PROVIDE A COMPLETE FUSION SPLICE INSTALLATION. FUSION SPLICE INSTALLATION SHALL BE EQUIPPED WITH SPLICE CLOSURE AND SPLICE TRAY (AND F2 COMMBOX IF CABLE IS BURIED AT SPLICE LOCATION).

1106. CONTRACTOR SHALL PROVIDE ACCURATE ‘AS-BUILT’ PLAN SET AND SPLICE CHARTS AS PART OF THE PROJECT ACCEPTANCE PROCESS. THE ENGINEER SHALL VERIFY THE ACCURACY OF THE DRAWINGS PRIOR TO ACCEPTANCE.

1107. PRIOR TO INSTALLATION OF FIBER OPTIC CABLE, THE CONTRACTOR SHALL COORDINATE FIBER ALLOCATIONS WITH THE ENGINEER. THE CONTRACTOR SHALL HAVE ALL SPLICE CHARTS APPROVED BY THE ENGINEER PRIOR TO INSTALLING FIBER OPTIC CABLE. IF THE CONTRACTOR INSTALLS FIBER OPTIC CABLE PRIOR TO THE ENGINEER’S APPROVAL OF SPLICE CHARTS, THE CONTRACTOR SHALL BEAR ALL COSTS AND ANY COSTS OF CHANGES RELATED TO FIBER OPTIC INSTALLATION AND SPLICING THAT MAY BE REQUESTED BY ALDOT.

1108. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL ALL ANCHORS, MOUNTING BRACKETS, CLAMPS AND STRAPS PRIOR TO ANY INSTALLATION OF PRODUCT.

1109. ALL ANCHORS PLACED IN BRIDGE DECKS SHALL PENETRATE THE DECK A MAXIMUM OF 1-1/4 INCHES.

1110. ALL CONDUIT MOUNTED UNDER THE BRIDGE DECK SHALL BE STRAPPED TO THE BRIDGE DECK IN FIVE (5) FEET MAXIMUM INTERVALS.

1111. CONDUIT EXPANSION JOINTS SHALL BE INSTALLED EVERY 50 FEET MAXIMUM WHERE CONDUIT IS ATTACHED TO BRIDGE DECK.

1112. ALL UNDERGROUND CONDUIT RUNS SHALL CONTAIN TWO (2) EACH 2-INCH DIAMETER HDPE CONDUITS, UNLESS OTHERWISE SHOWN ON PLANS. ALL ENCASEMENT RUNS SHALL CONTAIN ONE (1) EACH 6-INCH DIAMETER ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION, UNLESS OTHERWISE SHOWN ON PLANS.

1113. PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT ALL UNDERGROUND CONDUIT RUNS WILL BE LOCATED TO AVOID CONFLICT WITH PROPOSED OR EXISTING GUARDRAIL, SIGNPOST, ETC.

1114. DURING THE INSTALLATION OF 756-A, UPHEAVAL IN EXISTING PAVEMENT WILL NOT BE ALLOWED.

1115. ACCESS TO ALL OPEN BUSINESSES SHALL BE MAINTAINED DURING INSTALLATION OF THE 756-A CONDUIT WHERE MORE THAN ONE ACCESS DRIVE IS AVAILABLE.

1116. ANY TRENCHES REQUIRED FOR CONSTRUCTION SHALL BE BACKFILLED THE SAME DAY.

1117. ANY HOLES EXCAVATED FOR STRUCTURE AND POLE FOUNDATIONS SHALL BE COVERED IF LEFT OVERNIGHT. THE COVERING SHALL BE SUFFICIENTLY SECURED TO AVOID UNINTENTIONAL DISPLACEMENT BY PERSONS, WIND OR VEHICLES AS APPROVED BY THE ENGINEER. THIS SHALL BE A SUBSIDIARY OBLIGATION OF THE STRUCTURE AND POLE FOUNDATIONS.

1118. THE CONTRACTOR SHALL CONNECT EACH POLE GROUND SYSTEM IMMEDIATELY AFTER THE POLE HAS BEEN PLACED ON ITS FOUNDATION. NO METAL POLE SHALL BE LEFT UNGROUNDED AFTER IT HAS BEEN PLACED ON ITS FOUNDATION.

1119. THE COMMBOXES THAT ARE TO BE PLACED ALONG ROADWAYS SHALL HAVE A MINIMUM CLEARANCE OF TEN (10) FEET FROM THE EDGE OF THE PAVED SHOULDER AND FIFTEEN (15) FEET FROM THE EDGE OF PAVEMENT WHERE NO PAVED SHOULDER IS PRESENT, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

1120. THE VERTICAL SEPARATION BETWEEN FIBER CABLE AND ELECTRICAL LINES AT POLE ATTACHMENT SHALL MEET ALL PROVISIONS OF THE NATIONAL ELECTRIC SAFETY CODE (NESC), CURRENT EDITION, REGARDING CLEARANCE FROM ELECTRIC LINES.

1121. AERIAL DROPS SHALL HAVE ADEQUATE SLACK IN THE TRUNK SERVICE LOOP WITH AMPLE LENGTH OF THE DROP CABLE. THIS SHALL ALLOW FOR THE DETACHMENT OF THE AERIAL CLOSURE FROM THE TRUNK CABLE AND THE ABILITY TO LOWER SAID CLOSURE, TRUNK, AND DROP WITHOUT HAVING TO WORK IN A BUCKET TRUCK.

1122. REQUIRED STRAPPING OF FIBER OPTIC CABLE TO MESSENGER CABLE SHALL BE STAINLESS STEEL LOCATED MAXIMUM FIVE (5) FEET ON CENTER.

1123. THE LOCATION OF REQUIRED F1 AND F2 COMMBOXES SHALL BE COORDINATED WITH THE ENGINEER PRIOR TO INSTALLATION.

1124. FINAL LOCATION OF REQUIRED CCTV AND RVD POLES SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

1125. ALL REQUIRED CCTV AND RVD POLES LOCATED BEHIND GUARDRAIL SHALL BE A MINIMUM OF FOUR (4) FEET BEHIND BACK OF GUARDRAIL POST.

1126. THE CONTRACTOR SHALL CONTINUE THE OPERATION AND MAINTENANCE OF THE EXISTING INTERCONNECT UNTIL THE REQUIRED FIBER OPTIC INTERCONNECT IS FULLY OPERATIONAL.

1127. THE CONTRACTOR SHALL PROVIDE AND INSTALL FIBER OPTIC DROP CABLE FROM THE REQUIRED SPLICE CLOSURE TO THE REQUIRED CONTROLLER AT EACH SIGNALIZED INTERSECTION.

1128. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO ENSURE ALL COMPONENTS (INCLUDING, BUT NOT LIMITED TO, CAMERAS AND CAMERA CONTROLS, VEHICLE DETECTION DEVICES, WIRELESS DEVICES, ETHERNET FIELD SWITCHES, DYNAMIC MESSAGE SIGNS, AND VIDEO ENCODERS) ARE COMPATIBLE TO ALDOT’S AUTOMATED TRAFFIC MANAGEMENT SYSTEM (ATMS) AND THAT THEY FUNCTION AS A COMPLETE SYSTEM.

1129. ALL STRUCTURES SHALL BE INSTALLED FREE OF ANY APPURTENANCES. THE INSTALLATION OF DEVICES, CABINETS, OR OTHER APPURTENANCES WILL BE ALLOWED FOLLOWING INSPECTION OF THE STRUCTURE BY THE ENGINEER.



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PLAN SUBMITTAL



ALABAMA DEPARTMENT
OF TRANSPORTATION



SHEET TITLE

ITS PLAN NOTES

ROUTE

US-98 AT
GAYFER
AVENUE

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	3

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				SUMMARY OF QUANTITIES	US-98 AT GAYFER AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	3A

REQUIRED REMOVAL ITEMS					
ROADWAY	STATION	SIDE	REMOVING CONCRETE SIDEWALK	REMOVING GUTTER	REMOVING SLOPE PAVED HEADWALL
			(SQ YD) 206C-000	(LIN FT) 206D-005	(EACH) 206E-050
GAYFER AVENUE	11+56.03 - 14+30.94	RT	180.0	310.0	
GAYFER AVENUE	11+59.02 - 14+31.07	LT		310.0	
GAYFER AVENUE	14+00.19	RT			1.0
GAYFER AVENUE	15+04.00	RT	3.0		
PROJECT TOTAL			183	620	1

REQUIRED DRAINAGE SUMMARY																
LOCATION		PLAN SHEET	DRAINAGE SHEET	SIDE	DRAINAGE STRUCTURE INDEX NUMBER	ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	SIDE DRAIN PIPE END TREATMENT		STRUCTURE EXCAVATION	FOUNDATION BACKFILL, LOCAL	MINOR STRUCTURE CONCRETE (CONCRETE COLLAR)	FILL HEIGHT	STANDARD OR SPECIAL DRAWINGS			
						(LIN FT)	(EACH)									
ROADWAY	STATION					36" SPAN, 23" RISE	36" x 23" (CLASS 1)	PIPE END TREATMENT SLOPE (X:1)						(CU YD)	(CU YD)	(CU YD)
								RT								
		PAY ITEM NO.				530B-014	619B-118		214A-000	214B-000	620A-000					
GAYFER AVENUE	14+00.19	4	40	RT	1-2	22.0	1	4:1	15.0	10.0	0.29	0.2	CC-530, HW-614-SP, RPC-530 (SHEET1), RPC-530 (SHEET2)			
PROJECT TOTAL						22	1		15	10	1					

REQUIRED CONCRETE SIDEWALK,GUTTER, DETECTABLE WARNING SURFACE AND CURB RAMP							
ROADWAY	STA TO STA	SIDE	CONCRETE SIDEWALK, 4" THICK	DETECTABLE WARNING SURFACE	CURB RAMP	CONCRETE GUTTER (VALLEY)	STANDARD OR SPECIAL DRAWINGS
			(SQ YD) 618A-000	(SQ FT) 618C-001	(SQ YD) 618D-000	(LIN FT) 623A-001	
GAYFER AVENUE	11+56.03 - 14+30.94	RT	160.0			315.0	623-XY SW-618 (4 SHEETS)
GAYFER AVENUE	11+59.02 - 14+31.07	LT				315.0	
GAYFER AVENUE	14+12.70	LT		10.0	4.0		
GAYFER AVENUE	14+50.00	RT		25.0	6.0		
GAYFER AVENUE	15+04.00	RT		10.0	4.0		
PROJECT TOTAL			160	45	14	630	

REQUIRED GROUND MOUNTED ROADWAY SIGNS AND ROADWAY SIGN POSTS									
SIGN ID	PLAN SHEET	ROADWAY	STATION	SIDE	ROADWAY SIGN		ROADWAY SIGN POST		STANDARD OR SPECIAL DRAWINGS
					CLASS 10		#3 U-CHANNEL GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL	NUMBER OF POST	
					ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)			
					(SQ FT) 710A-160	(SQ FT) 710A-165	(LIN FT) 710B-021		
1	8	GAYFER AVENUE	13+97.06	RT		11.0	14.0	1	IHS-710-12, IHS-710-21, IHS-710-23, SHS-17, SHS-18, SHS-19, SHS-21
2	8	GAYFER AVENUE	14+07.76	RT		11.0	14.0	1	
3	8	GAYFER AVENUE	17+02.00	LT	11.2		14.0	1	
PROJECT TOTAL					12	22	42		

SUMMARY OF QUANTITIES

REFERENCE
PROJECT NO

FISCAL
YEAR

STPOA-0220(252)

2022

REQUIRED TRAFFIC STRIPE					
ROADWAY	CLASS 2, TYPE A TRAFFIC STRIPE			TEMPORARY TRAFFIC	STANDARD OR SPECIAL DRAWINGS
	DOTTED (5" WIDE)	SOLID WHITE (5" WIDE)	SOLID YELLOW (5" WIDE)	SOLID	
	(LIN FT) 701B-207	(LIN FT) 701G-253	(LIN FT) 701G-265	(LIN FT) 701E-000	
GAYFER AVENUE	100.0	1690.0	1505.0	3200.0	PS-701-4 PS-701-6
PROJECT TOTAL	100	1690	1505	3200	

REQUIRED EROSION AND SEDIMENT CONTROL SUMMARY				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	STANDARD OR SPECIAL DRAWINGS
654A-001	SOLID SODDING (BERMUDA)	650	SQ YD	ESC-100, ESC-200 ESC-300, ESC-400 ESC-501, ESC-502 ESC-503, ESC-504 ESC-505, ESC-506 ESC-507
665A-000	TEMPORARY SEEDING	1	ACRE	
665B-001	TEMPORARY MULCHING	3	TON	
665E-000	POLYETHYLENE	500	SQ YD	
665G-000	SAND BAGS	50	EACH	
665J-002	SILT FENCE	570	LIN FT	
665Q-001	SILT FENCE REMOVAL	570	LIN FT	
665Q-002	WATTLE	50	LIN FT	

REQUIRED TRAFFIC CONTROL MARKINGS, LEGENDS AND PAVEMENT MARKERS								
ROADWAY	TRAFFIC CONTROL MARKINGS CLASS 2, TYPE A (SQ FT) 703A-002	TRAFFIC CONTROL LEGENDS CLASS 2, TYPE A (SQ FT) 703B-002	TEMPORARY TRAFFIC CONTROL MARKINGS (SQ FT) 703D-001	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C (EACH) 705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B (EACH) 705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D (EACH) 705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E (EACH) 705A-038	STANDARD OR SPECIAL DRAWINGS
GAYFER AVENUE	710.0	50.0	286.0	120.0	50.0	50.0	100.0	TCM-703 (SHEET 1 OF 2) TCM-703 (SHEET 2 OF 2) PM-705-1,PM-705-2 CW-703 PM-705-6
PROJECT TOTAL	710	50	286	120	50	50	100	

REQUIRED TRAFFIC SIGNAL PAY ITEMS (EQUIPMENT)			
TRAFFIC SIGNAL JUNCTION BOX	2", NON-METALLIC, CONDUIT	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	STANDARD OR SPECIAL DRAWINGS
730K-000	730L-005	730P-023	T.S.D.-730-10, T.S.D.-730-11,
EACH	LF	EACH	T.S.D.-730-13, T.S.D.-730-18
1	35	2	

REQUIRED TRAFFIC SIGNAL PAY ITEMS (LUMP SUM)			
REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (PARTIAL) (US-98 AT GAYFER AVENUE)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (US-98 AT GAYFER AVENUE)	FURNISHING AND INSTALLING ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM (US-98 AT GAYFER AVENUE)	STANDARD OR SPECIAL DRAWINGS
730A-012	730C-000	730D-040	SHS-22, T.S.D.-730-2, T.S.D.-730-9, T.S.D.-730-18, TSOP NO.31
LUMP SUM	LUMP SUM	LUMP SUM	
1	1	1	



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SHEET TITLE

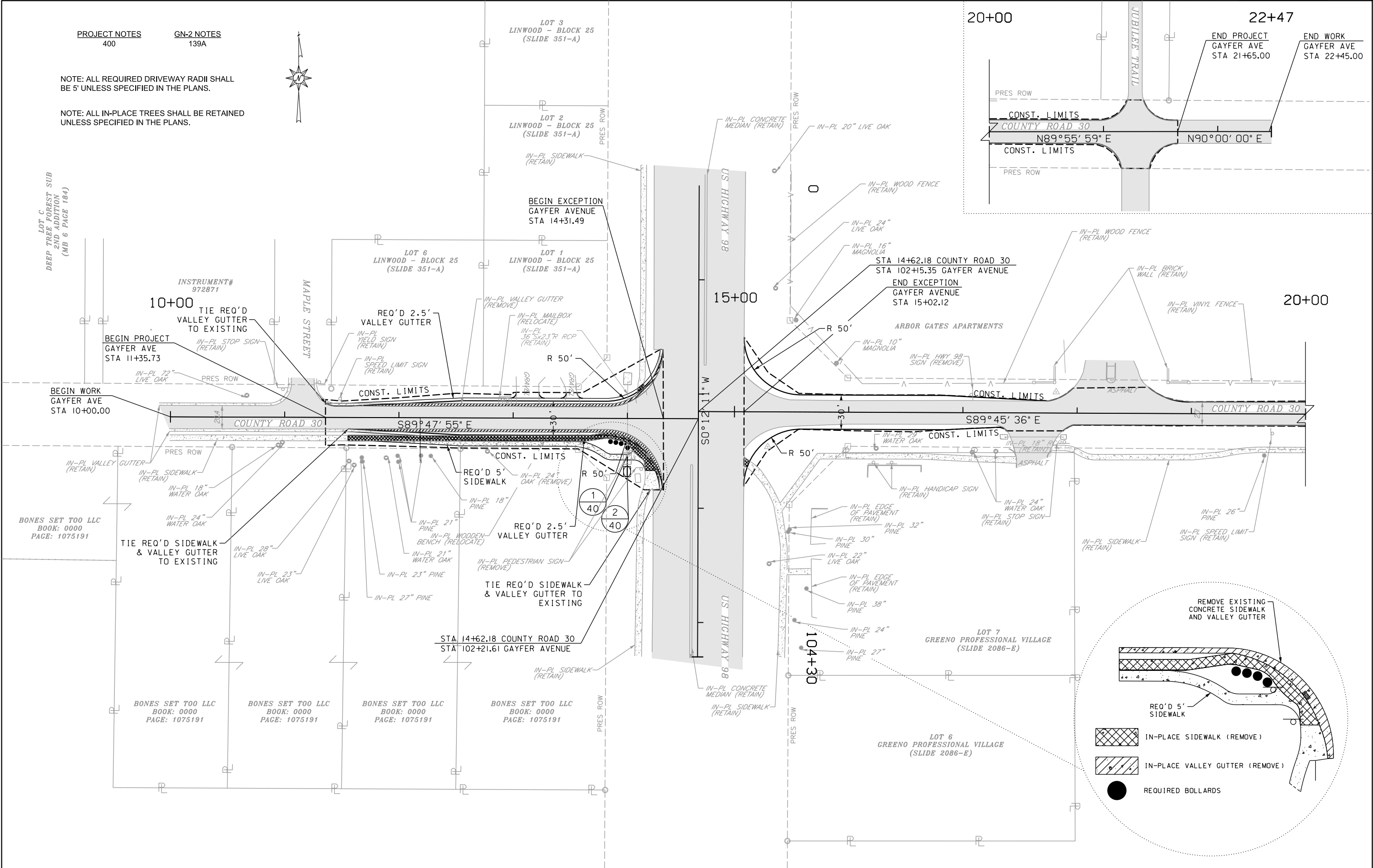
SUMMARY OF QUANTITIES

ROUTE

US-98 A
GAYFER
AVENUE

PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	4



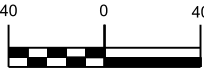
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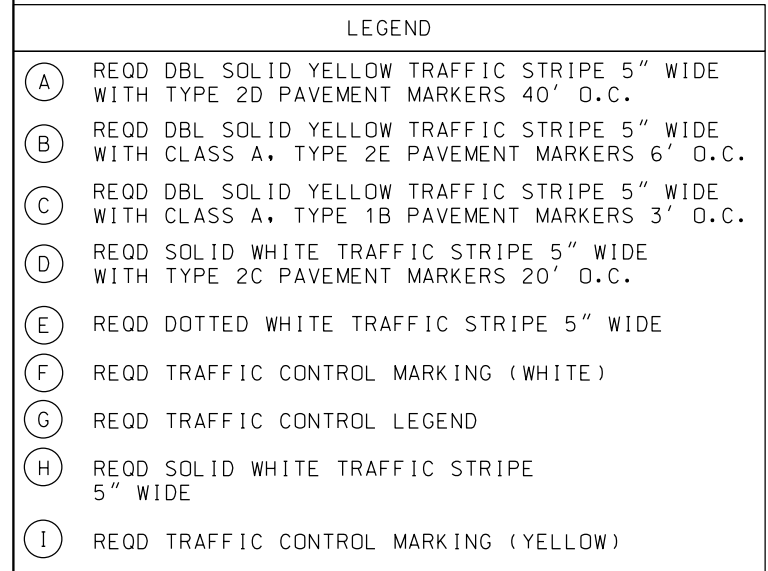
SHEET TITLE

PLAN SHEET

ROUTE

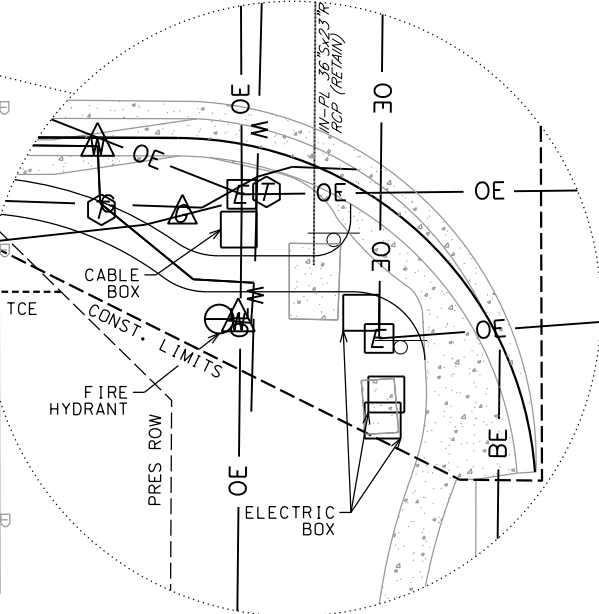
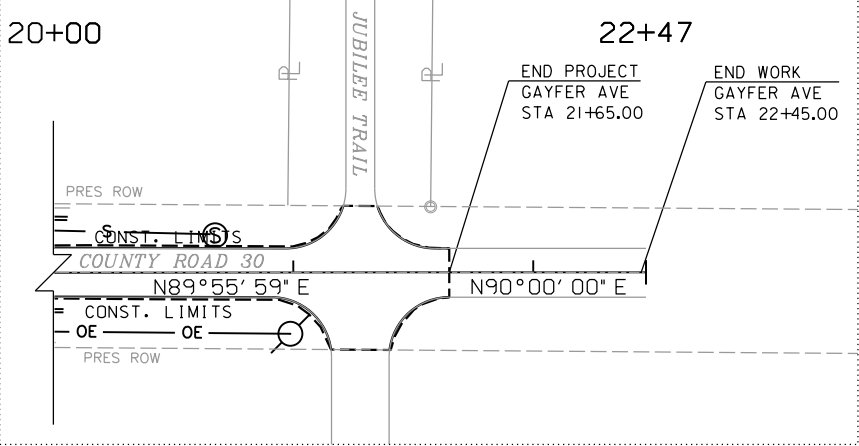
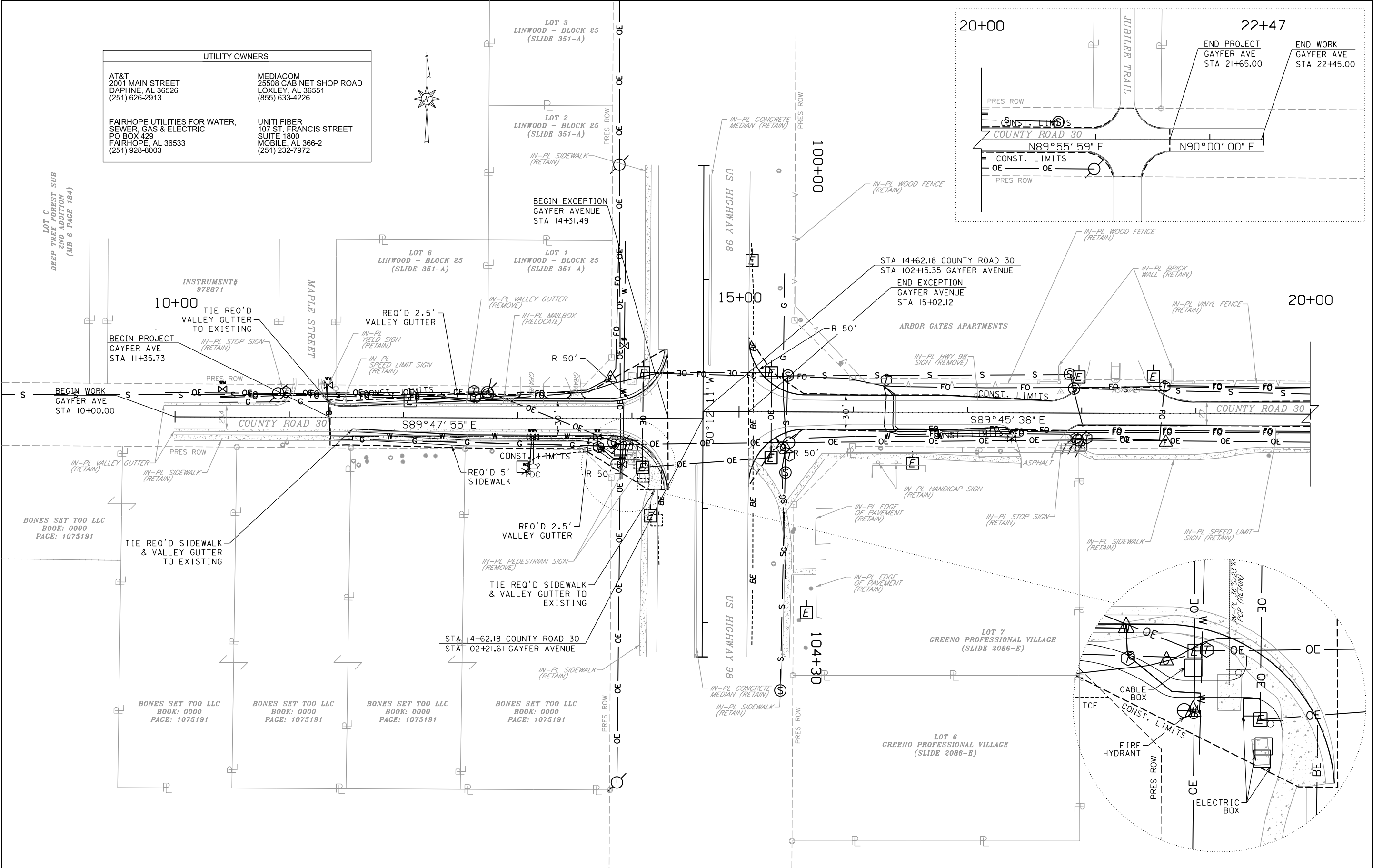
US-98 AT
GAYFER AVENUE

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	8



UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	12



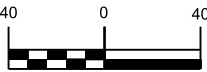
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SCALE (FEET)

SHEET TITLE

UTILITY SHEET

ROUTE

US-98 AT GAYFER AVENUE

TRAFFIC SIGNAL LAYOUT

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	15

NOTES:

- PAVEMENT MARKINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY, UNLESS OTHERWISE NOTED.
- THE INSTALLER SHALL VERIFY THERE ARE NO OVERHEAD OR UNDERGROUND UTILITIES CONFLICTING WITH THE PROPOSED SIGNAL EQUIPMENT BEFORE EXCAVATION. THE INSTALLER SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED IN THE FIELD BY THE OWNERS BEFORE EXCAVATION.
- THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL, PER THE MUTCD, LATEST EDITION.
- SEE SIGNAL OPERATING PLAN TSOP NO.30.

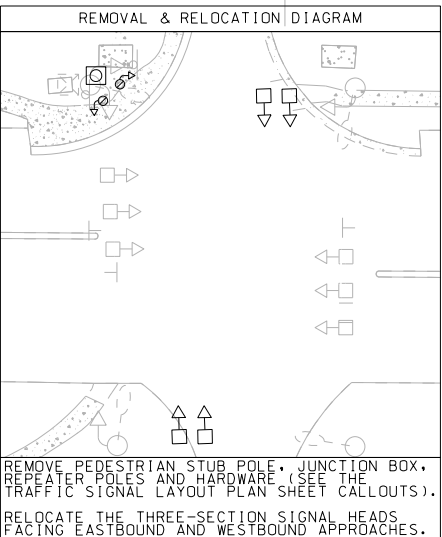
PAY ITEM 730C-000
ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE (LUMP SUM)
#14 SIGNAL CABLE IMSA 20-1
FYA SIGNS W/ HARDWARE
BACKPLATES WITH HARDWARE
STEET SIGNS WITH HARDWARE
PEDESTRIAN STUB POLES, SIGNS AND PUSHBUTTON HARDWARE
ADDITIONAL WIRING FOR JUNCTION BOX
MISCELLANEOUS HARDWARE

PAY ITEM 730D-040
ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE (LUMP SUM)
ITERIS VANTAGE VECTOR NEXT HYBRID DETECTION SYSTEM
15' EXTENSION ARMS
MISCELLANEOUS HARDWARE

REQUIRED VEHICLE DETECTION ZONES 285' FROM STOP LINE

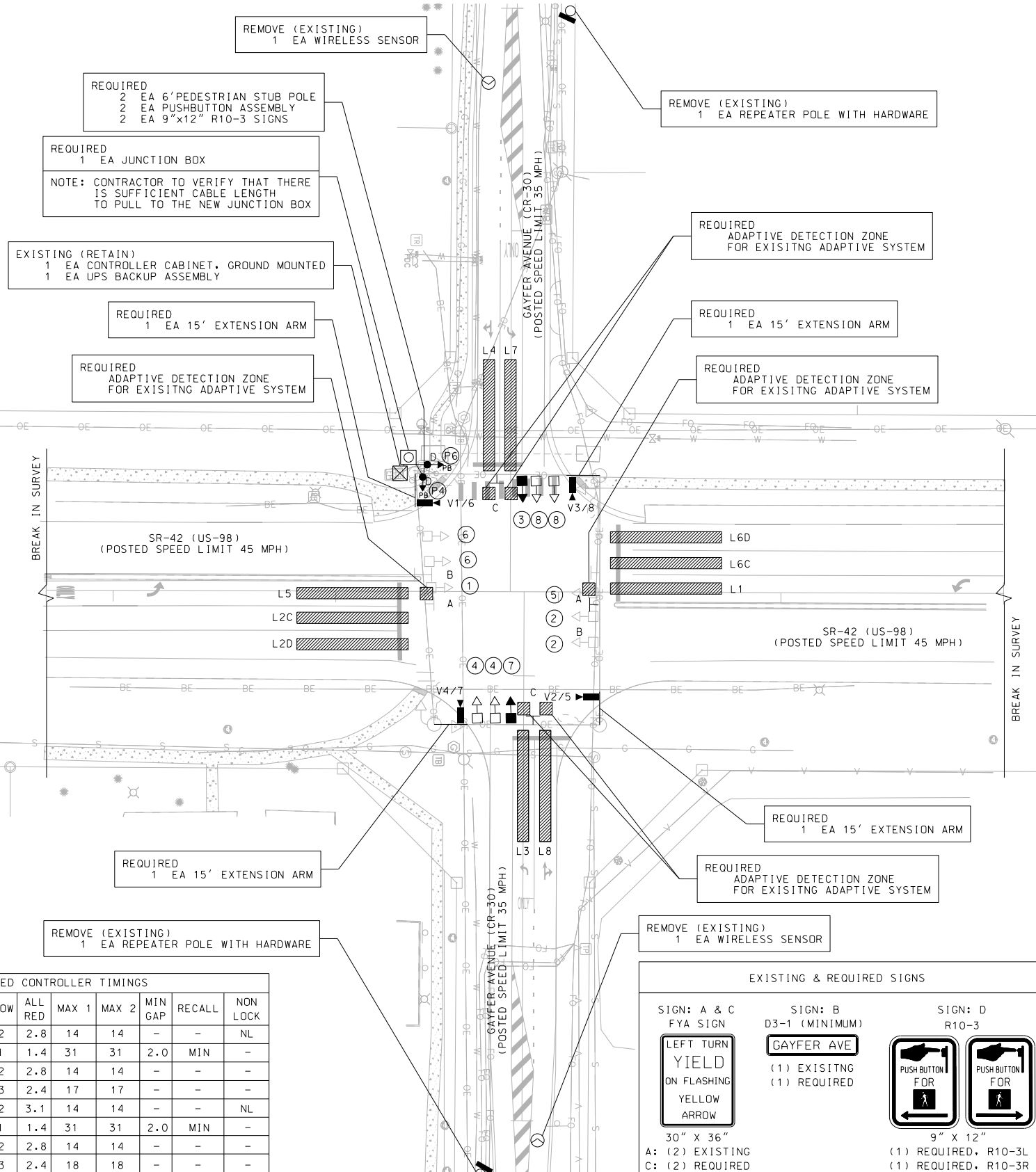
L2A
L2B

REQUIRED ADAPTIVE DETECTION ZONES FOR EXISTING ADAPTIVE SYSTEM APPROX. 400' FROM STOP LINE COORDINATE WITH SIGNAL CONTRACTOR.



SUGGESTED CONTROLLER TIMINGS									
PHASE	MIN GREEN	PASSAGE	YELLOW	ALL RED	MAX 1	MAX 2	MIN GAP	RECALL	NON LOCK
1	6	2.0	3.2	2.8	14	14	-	-	NL
2	20	4.6	5.1	1.4	31	31	2.0	MIN	-
3	6	2.0	3.2	2.8	14	14	-	-	-
4	8	2.0	4.3	2.4	17	17	-	-	-
5	6	2.0	3.2	3.1	14	14	-	-	NL
6	20	4.6	5.1	1.4	31	31	2.0	MIN	-
7	6	2.0	3.2	2.8	14	14	-	-	-
8	8	2.0	5.3	2.4	18	18	-	-	-

US-98 (N GREENO ROAD) AT CR-30 (GAYFER AVENUE)



US-98 (N GREENO ROAD) AT CR-30 (GAYFER AVENUE)			
CONDUIT AND CONTROLLER SCHEDULE			
CONDUIT TYPE	CONDUCTOR	FROM	TO
3 - 2" PVC		CONTROLLER	JUNCTION BOX
1 - 2" PVC		JUNCTION BOX	SIGNAL POLE
1 - 2" PVC		JUNCTION BOX	PEDESTRIAN STUB POLES
	#14-7c IMSA 20-1	CONTROLLER	SIGNAL HEADS #3
	#14-7c IMSA 20-1	CONTROLLER	SIGNAL HEADS #7
	#14-2c IMSA 20-1	CONTROLLER	PED PUSH BUTTON, P4
	#14-2c IMSA 20-1	CONTROLLER	PED PUSH BUTTON, P6
	CATS CABLE	CONTROLLER	EACH ITERIS VANTAGE VECTOR HYBRID DEVICE

REQUIRED VEHICLE DETECTION ZONES 285' FROM STOP LINE

L6B
L6A

REQUIRED ADAPTIVE DETECTION ZONES FOR EXISTING ADAPTIVE SYSTEM APPROX. 400' FROM STOP LINE COORDINATE WITH SIGNAL CONTRACTOR.

REQUIRED VIDEO AND RADAR DETECTOR CHART					
ZONE	PHASE	DELAY	SIZE	DIST. FROM STOPBAR	MODE
L1	1	-	6 x 50	-	PRESENCE
L2A&B	2	-	6 x 6	285'	PULSE
L2C&D	2	-	6 x 50	-	PRESENCE
L3	3	-	6 x 50	-	PRESENCE
L4	4	-	6 x 50	-	PRESENCE
L5	5	-	6 x 50	-	PRESENCE
L6A&B	6	-	6 x 6	285'	PULSE
L6C&D	6	-	6 x 50	-	PRESENCE
L7	7	-	6 x 50	-	PRESENCE
L8	8	-	6 x 50	-	PRESENCE

EXISTING & REQUIRED SIGNS		
SIGN: A & C FYA SIGN LEFT TURN YIELD ON FLASHING YELLOW ARROW 30" x 36" A: (2) EXISTING C: (2) REQUIRED	SIGN: B D3-1 (MINIMUM) GAYFER AVE (1) EXISTING (1) REQUIRED	SIGN: D R10-3 PUSH BUTTON FOR PUSH BUTTON FOR 9" x 12" (1) REQUIRED, R10-3L (1) REQUIRED, R10-3R

EXISTING SIGNAL HEADS (TO REMAIN)	
R Y G 2.6	R Y FY G 1.5

EXISTING SIGNAL HEADS (TO BE RELOCATED)	
R Y G 4.8	

REQUIRED SIGNAL HEADS	
R Y FY G 3.7	



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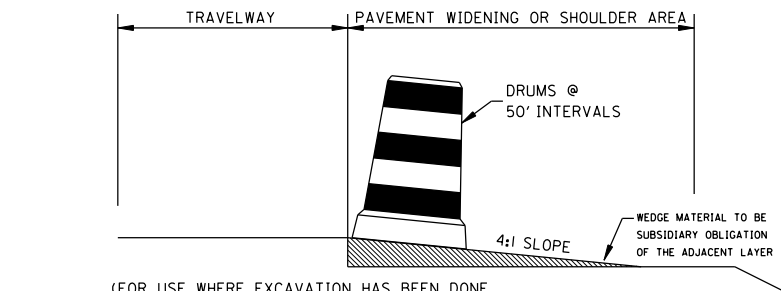
SHEET TITLE
TRAFFIC SIGNAL
LAYOUT

ROUTE
US-98 AT
GAYFER
AVENUE

SEQUENCE OF CONSTRUCTION							REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO																																																																																																																																																																															
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<div><div><div><div>SEQUENCE OF CONSTRUCTION</div><div><div>PHASE I</div><div><ul style="list-style-type: none">INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES.</div><div>PHASE II</div><div><ul style="list-style-type: none">CONSTRUCT THE RIGHT SIDE WIDENING OF GAYFER AVENUE WEST OF US-98 THROUGH THE UPPER BINDER LAYER.CONSTRUCT THE LEFT SIDE WIDENING OF GAYFER AVENUE WEST OF US-98 THROUGH THE UPPER BINDER LAYER.CONSTRUCT THE RIGHT SIDE WIDENING OF GAYFER AVENUE EAST OF US-98 THROUGH THE UPPER BINDER LAYER.CONSTRUCT THE LEFT SIDE WIDENING OF GAYFER AVENUE EAST OF US-98 THROUGH THE UPPER BINDER LAYER.</div><div><div>NOTE: THE CONTRACTOR MUST ALLOW ACCESS TO HOMES AND BUSINESSES WITHIN THE CONSTRUCTION ZONE.</div></div><div>PHASE III</div><div><ul style="list-style-type: none">PLACE WEARING SURFACE.PLACE TEMPORARY STRIPES AND MARKINGS IN PERMANENT LOCATION.PLACE PERMANENT STRIPING, MARKINGS, LEGENDS AND MARKERS.</div><div>PHASE IV</div><div><ul style="list-style-type: none">COMPLETE TRAFFIC SIGNAL WORK.COMPLETE ALL REMAINING ITEMS OF WORK.REMOVE ALL CONSTRUCTION TRAFFIC CONTROL DEVICES.</div><div><div>NOTE: ANY WORK CAN BE PERFORMED CONCURRENTLY WITH THE APPROVAL OF THE ENGINEER AS LONG AS IT DOES NOT CONFLICT WITH ANOTHER SEQUENCE ITEM.</div></div></div></div><div><div>REQUIRED QUANTITIES FOR TRAFFIC CONTROL DEVICES</div><table><tr><th>ITEM NO.</th><th>DESCRIPTION</th><th colspan="2">TOTAL QUANTITY</th><th>DRAWING</th></tr><tr><td>740B-000</td><td>CONSTRUCTION SIGNS</td><td>429</td><td>SQ FT</td><td rowspan="4">IHS- 710- 12 IHS- 710- 21 IHS- 710- 23 TCD-100</td></tr><tr><td>740D-000</td><td>CHANNELIZING DRUMS</td><td>50</td><td>EACH</td></tr><tr><td>740E-000</td><td>CONES (36 INCHES HIGH)</td><td>50</td><td>EACH</td></tr><tr><td>740M-001</td><td>BALLAST FOR CONE</td><td>50</td><td>EACH</td></tr></table><div><div>REQUIRED QUANTITIES FOR CONSTRUCTION SIGNS (740B-000)</div><table><tr><th>SIGN NO.</th><th>SIZE</th><th>DESCRIPTION</th><th>DWG. NO.</th><th>MOUNT</th><th>QTY.</th><th>SQ.FT. EA.</th><th>TOTAL</th></tr><tr><td>R2- 1</td><td>24"x30"</td><td>SPEED LIMIT 25</td><td>SHS- 1</td><td>POST</td><td>2</td><td>7.50</td><td>15.0</td></tr><tr><td>R2- 1</td><td>24"x30"</td><td>SPEED LIMIT 35</td><td>SHS- 1</td><td>POST</td><td>2</td><td>7.50</td><td>15.0</td></tr><tr><td>R2- 1</td><td>24"x30"</td><td>SPEED LIMIT 45</td><td>SHS- 1</td><td>POST</td><td>2</td><td>7.50</td><td>15.0</td></tr><tr><td>W4- 2</td><td>48"x48"</td><td>LANE DROP</td><td>SHS- 26</td><td>TEMP</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>W20- 1</td><td>48"x48"</td><td>ROAD WORK 500 FT</td><td>SHS- 29</td><td>POST</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>W20- 1</td><td>48"x48"</td><td>ROAD WORK 1000 FT</td><td>SHS- 29</td><td>POST</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>W20- 1</td><td>48"x48"</td><td>ROAD WORK 1500 FT</td><td>SHS- 29</td><td>POST</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>W20- 1</td><td>48"x48"</td><td>ROAD WORK AHEAD</td><td>SHS- 29</td><td>TEMP</td><td>4</td><td>16.00</td><td>64.0</td></tr><tr><td>W20- 4</td><td>48"x48"</td><td>ONE LANE ROAD AHEAD</td><td>SHS- 29</td><td>TEMP</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>RIGHT LANE CLOSED 1000 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>RIGHT LANE CLOSED 1500 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>LEFT LANE CLOSED 1000 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>LEFT LANE CLOSED 1500 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>CENTER LANE CLOSED 1000 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 5</td><td>48"x48"</td><td>CENTER LANE CLOSED 1500 FT</td><td>SHS- 29</td><td>TEMP</td><td>1</td><td>16.00</td><td>16.0</td></tr><tr><td>W20- 7</td><td>48"x48"</td><td>FLAGGER</td><td>SHS- 29</td><td>TEMP</td><td>2</td><td>16.00</td><td>32.0</td></tr><tr><td>G20- 2</td><td>48"x24"</td><td>END ROAD WORK</td><td>SHS- 30</td><td>POST</td><td>4</td><td>8.00</td><td>32.0</td></tr><tr><td colspan="7">PROJECT TOTAL</td><td>429</td></tr></table></div></div></div></div>										ITEM NO.	DESCRIPTION	TOTAL QUANTITY		DRAWING	740B-000	CONSTRUCTION SIGNS	429	SQ FT	IHS- 710- 12 IHS- 710- 21 IHS- 710- 23 TCD-100	740D-000	CHANNELIZING DRUMS	50	EACH	740E-000	CONES (36 INCHES HIGH)	50	EACH	740M-001	BALLAST FOR CONE	50	EACH	SIGN NO.	SIZE	DESCRIPTION	DWG. NO.	MOUNT	QTY.	SQ.FT. EA.	TOTAL	R2- 1	24"x30"	SPEED LIMIT 25	SHS- 1	POST	2	7.50	15.0	R2- 1	24"x30"	SPEED LIMIT 35	SHS- 1	POST	2	7.50	15.0	R2- 1	24"x30"	SPEED LIMIT 45	SHS- 1	POST	2	7.50	15.0	W4- 2	48"x48"	LANE DROP	SHS- 26	TEMP	2	16.00	32.0	W20- 1	48"x48"	ROAD WORK 500 FT	SHS- 29	POST	2	16.00	32.0	W20- 1	48"x48"	ROAD WORK 1000 FT	SHS- 29	POST	2	16.00	32.0	W20- 1	48"x48"	ROAD WORK 1500 FT	SHS- 29	POST	2	16.00	32.0	W20- 1	48"x48"	ROAD WORK AHEAD	SHS- 29	TEMP	4	16.00	64.0	W20- 4	48"x48"	ONE LANE ROAD AHEAD	SHS- 29	TEMP	2	16.00	32.0	W20- 5	48"x48"	RIGHT LANE CLOSED 1000 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 5	48"x48"	RIGHT LANE CLOSED 1500 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 5	48"x48"	LEFT LANE CLOSED 1000 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 5	48"x48"	LEFT LANE CLOSED 1500 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 5	48"x48"	CENTER LANE CLOSED 1000 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 5	48"x48"	CENTER LANE CLOSED 1500 FT	SHS- 29	TEMP	1	16.00	16.0	W20- 7	48"x48"	FLAGGER	SHS- 29	TEMP	2	16.00	32.0	G20- 2	48"x24"	END ROAD WORK	SHS- 30	POST	4	8.00	32.0	PROJECT TOTAL							429	
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TEMPORARY TRAFFIC CONTROL SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220 (252)	2022	21

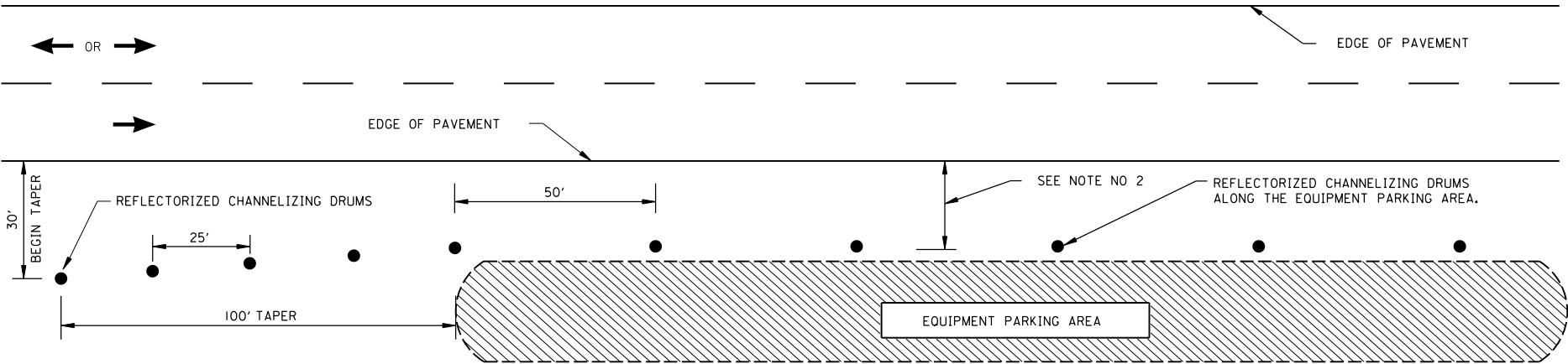


(FOR USE WHERE EXCAVATION HAS BEEN DONE, BUT WIDENING IS NOT COMPLETED BY NIGHTFALL OR WHERE PAVEMENT DROP OFF OF RESURFACING PROJECTS IS 3' OR MORE AT NIGHTFALL)

TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

NOTE: THE CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED EXCAVATION OR CRUSHED AGGREGATE BASE . THE COST OF PLACING AND REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF THE ADJACENT LAYER.

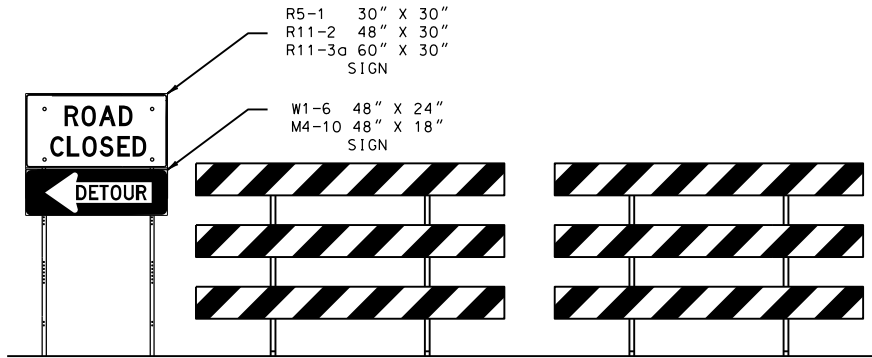
CHANNELIZING DRUMS SHALL BE PLACED AT 50 FT INTERVALS.



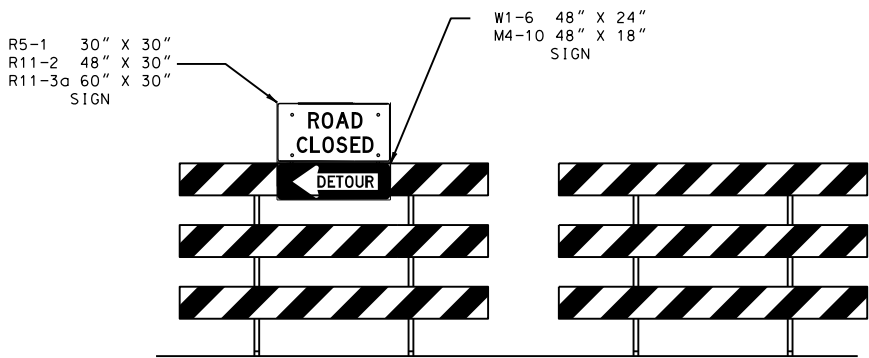
NOTES:

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

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES INSIDE OF CLEAR ZONE



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES OUTSIDE OF CLEAR ZONE

NOTES

- SLOPE OF STRIPES ON BARRICADES SHALL BE IN ACCORDANCE WITH SECTION 6F.68 OF THE MUTCD AND DRAWING B-107-2.
- IF SIGNS ARE REQUIRED TO BE USED IN CONJUNCTION WITH TYPE III BARRICADES TO BE PLACED INSIDE THE CLEAR ZONE, THEY SHALL BE POST MOUNTED TO THE SIDE OF THE BARRICADES AS SHOWN.
- IF ROAD CLOSED OR DETOUR SIGNS ARE REQUIRED TO BE USED WITH TYPE III BARRICADES TO BE PLACED OUTSIDE THE CLEAR ZONE, THEY SHALL BE PLACED ON THE TOP OF THE BARRICADES NEAREST THE DETOUR.

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 ALABAMA DEPARTMENT OF TRANSPORTATION 1409 COLISEUM BOULEVARD MONTGOMERY, AL 36130-3050		
DESIGN BUREAU SPECIAL DRAWING STANDARD DETAILS FOR TRAFFIC CONTROL PLANS		
DRAWN BY: _____ DATE DRAWN: 07/23/2019	SPECIAL PROJECT DETAIL	INDEX NO. 2001
SHEET TITLE TEMPORARY TRAFFIC CONTROL PLAN SHEET		ROUTE US-98 AT GAYFER AVENUE



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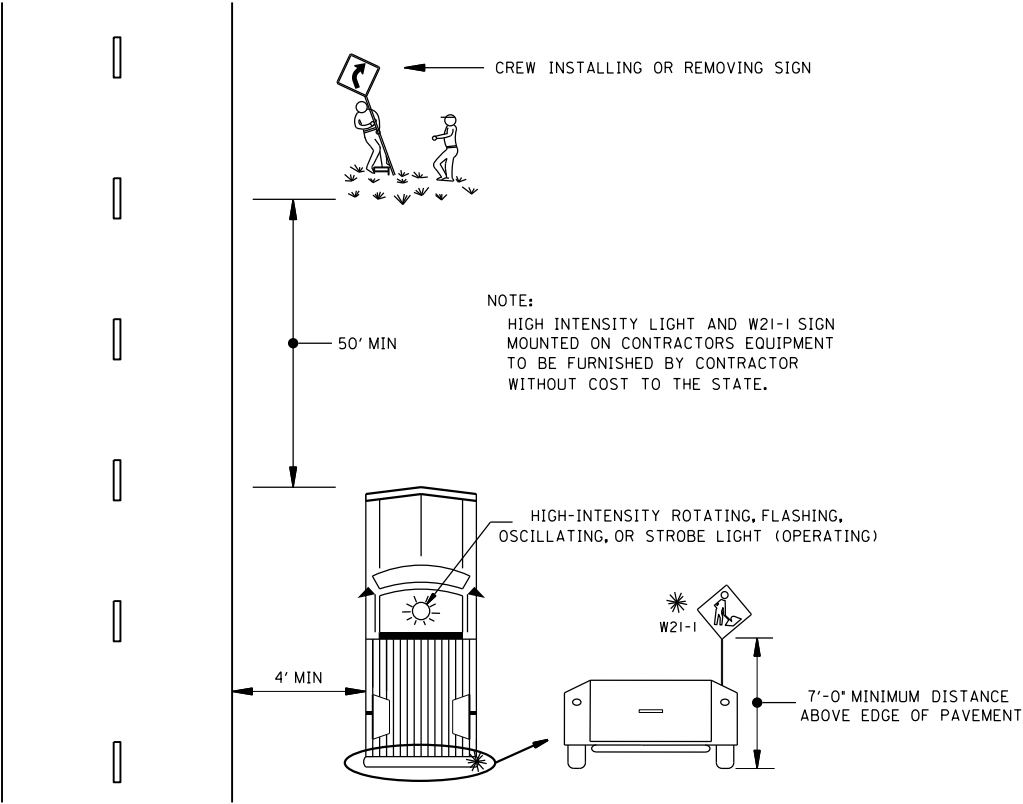


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OF TRANSPORTATION**

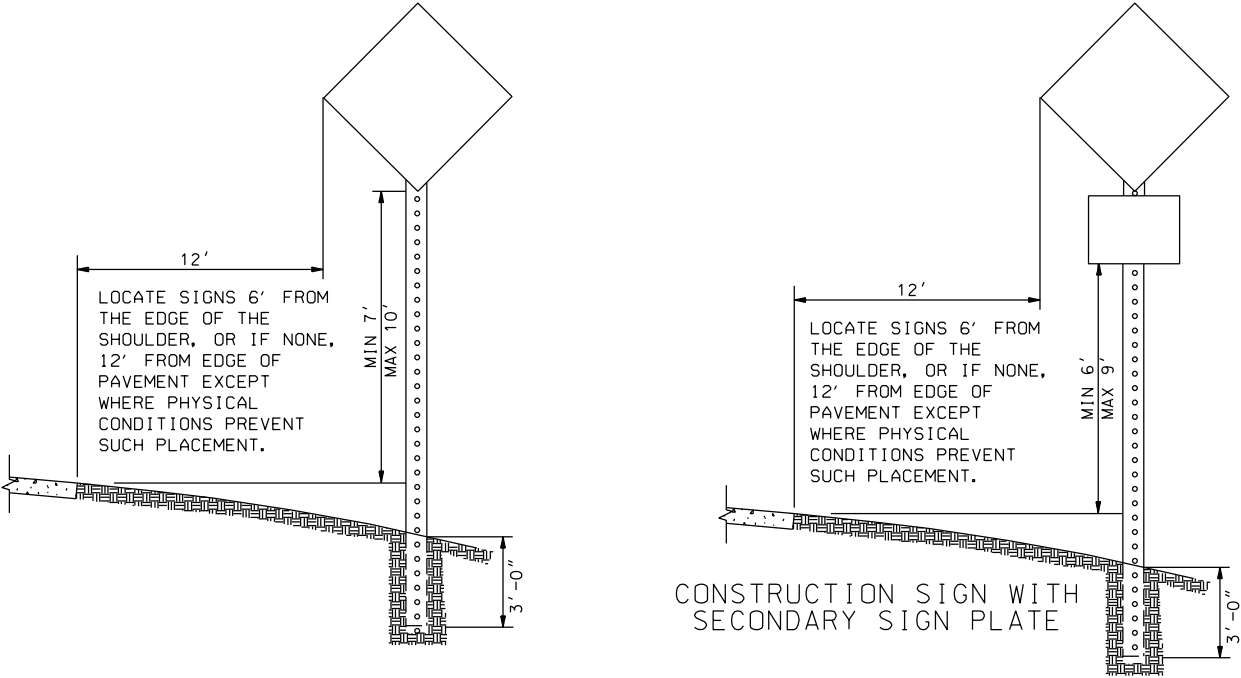
NOT TO SCALE

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	22

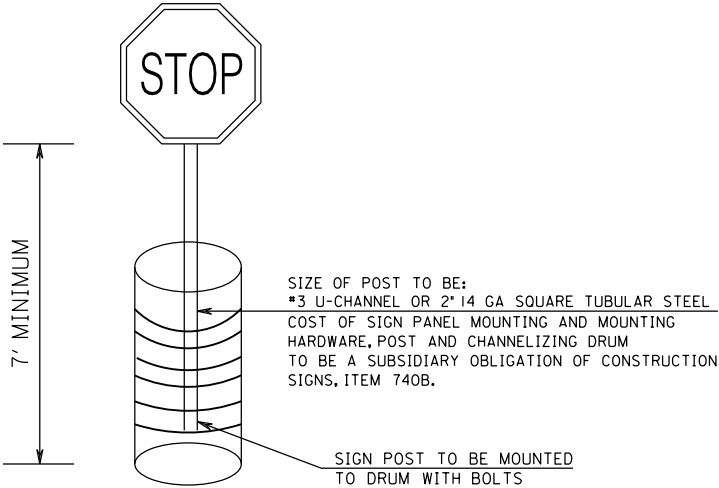


TYPICAL METHOD FOR INSTALLING OR
REMOVING CONSTRUCTION SIGNS



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

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

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MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS
FOR TRAFFIC CONTROL PLANS

DRAWN BY: _____
DATE DRAWN: 06/12/2019

SPECIAL PROJECT DETAIL

INDEX NO.
2001A



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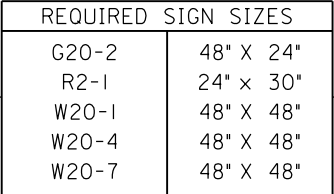
ALABAMA DEPARTMENT
OF TRANSPORTATION

NOT TO SCALE

SHEET TITLE
TEMORARY TRAFFIC
CONTROL PLAN SHEET

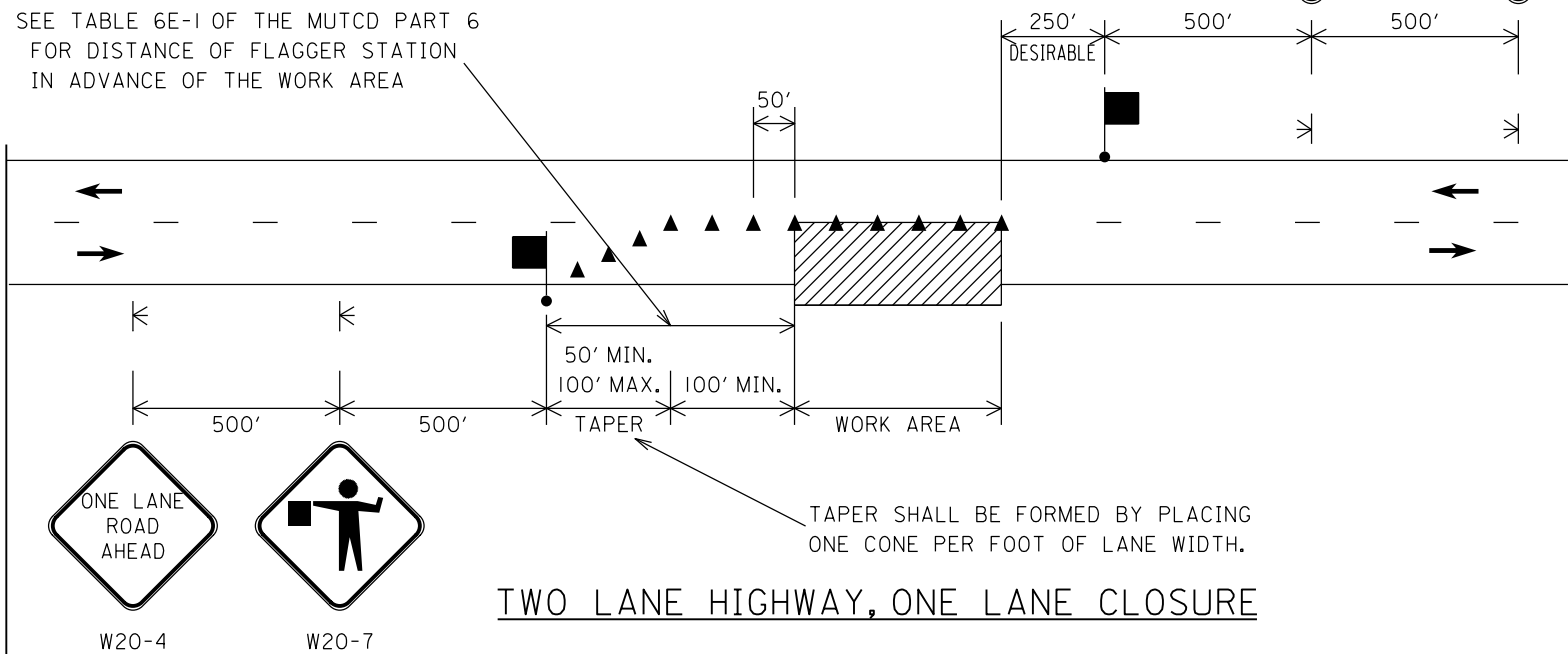
ROUTE
US-98 AT
GAYFER
AVENUE

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	23



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

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



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MONTGOMERY, AL 36130-3050

INDEX NO.
2002

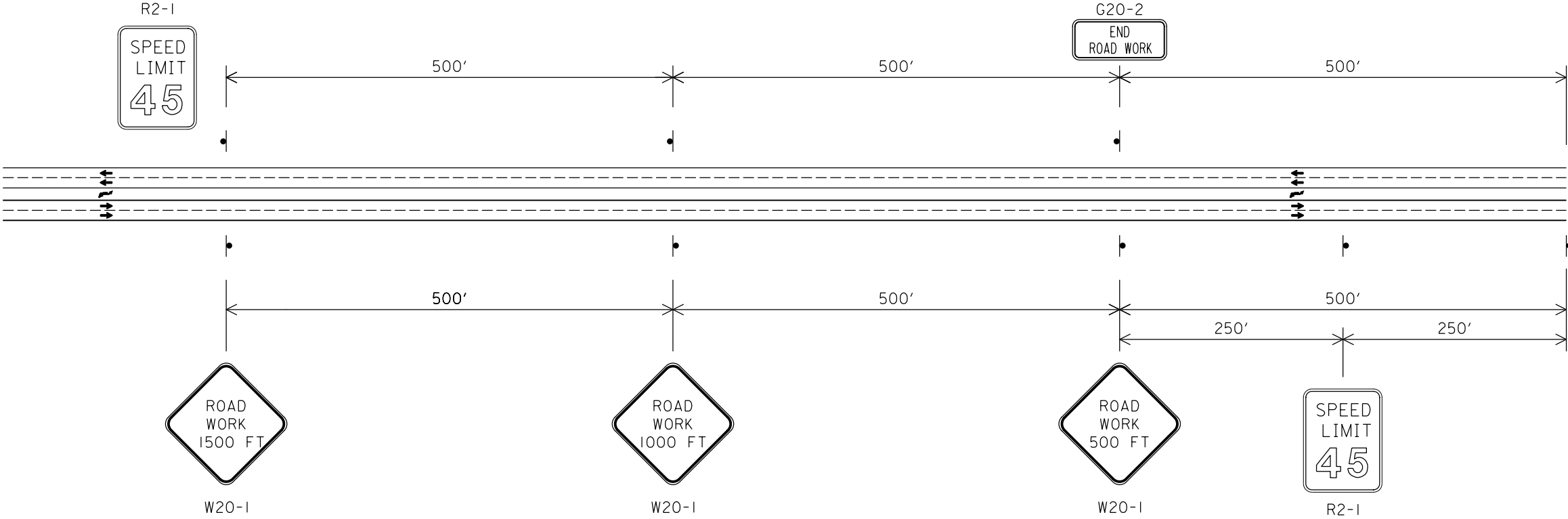


NOT TO SCALE

ROUTE
S-98 AT
LAWYER
AVENUE

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	24



TYPICAL PLACEMENT
FOR ADVANCE
WARNING SIGNS

BEGIN OR END
WORK STATION

REQUIRED SIGN SIZES	
G20-2	48" X 24"
R2-1	30" X 36"
W20-1	48" X 48"

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

LEGEND

- TEMPORARY MOUNTED SIGN
- POST MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA

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MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR TRAFFIC CONTROL
FOR 5-LANE HIGHWAYS

DRAWN BY: _____
DATE DRAWN: 3/24/2021

SPECIAL PROJECT DETAIL

INDEX NO.
2003

GENERAL NOTES

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



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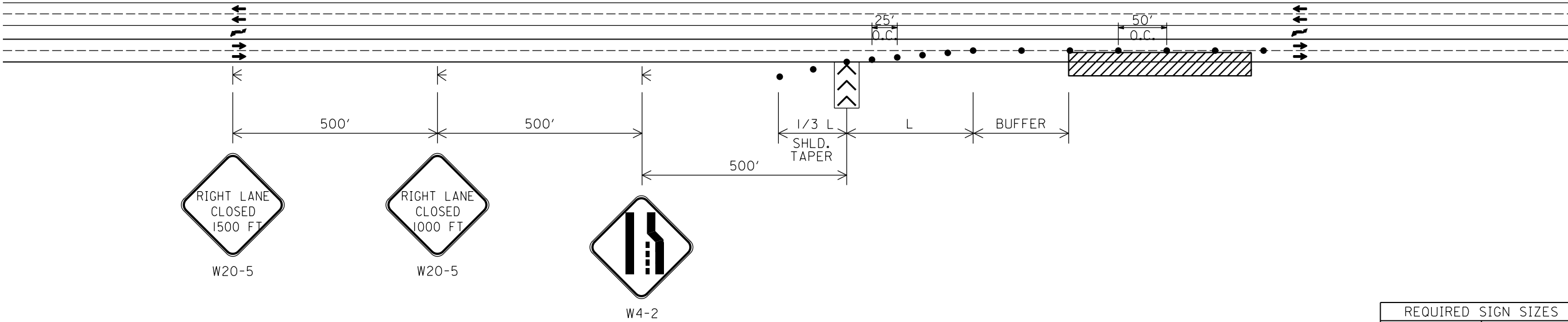
SHEET TITLE
TEMORARY TRAFFIC
CONTROL PLAN SHEET

ROUTE
US-98 AT
GAYFER
AVENUE

TEMPORARY TRAFFIC CONTROL PLAN SHEET

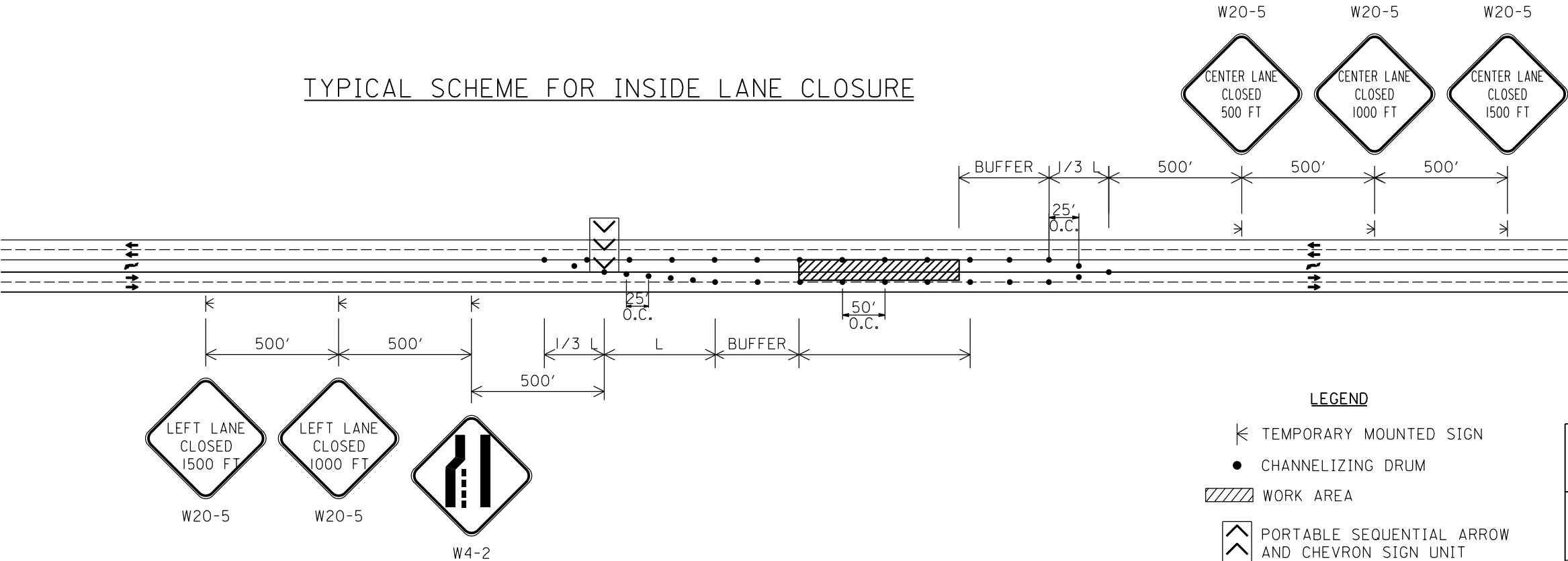
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	25

TYPICAL SCHEME FOR OUTSIDE LANE CLOSURE



REQUIRED SIGN SIZES	
W4-2	48" X 48"
W20-5	48" X 48"

TYPICAL SCHEME FOR INSIDE LANE CLOSURE



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

LEGEND

- TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA
- PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

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ALABAMA DEPARTMENT OF TRANSPORTATION

1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR TRAFFIC CONTROL
FOR 5-LANE HIGHWAYS

DRAWN BY: _____
DATE DRAWN: 06/12/2019

SPECIAL PROJECT DETAIL

INDEX NO.
2004

GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN.



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OF TRANSPORTATION

NOT TO SCALE

SHEET TITLE
TEMORARY TRAFFIC
CONTROL PLAN SHEET

ROUTE
US-98 AT
GAYFER
AVENUE

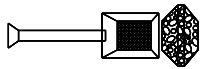
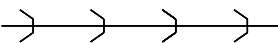

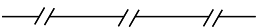
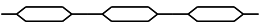
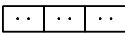

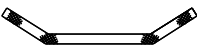
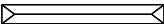

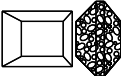

EROSION & SEDIMENT CONTROL LEGEND SHEET




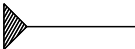










REFERENCE
PROJECT NO
STPOA-0220(252)

FISCAL
YEAR
2022

SHEET
NO
30

BEST MANAGEMENT PRACTICES (BMP's)

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

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

EROSION AND SEDIMENT CONTROL PHASES

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


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

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

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS



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

DESIGN BUREAU SPECIAL DRAWING

EROSION & SEDIMENT CONTROL
LEGEND

Bureau Std Engr: L.V.S.
DRAWN BY: W.D.H. DATE DRAWN: 10-14-16

SPECIAL DRAWING NO
SPECIAL PROJECT DETAIL

INDEX NO

2701 1st Avenue South, Suite 100
Birmingham, AL 35233
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PLAN SUBMITTAL

ALABAMA DEPARTMENT
OF TRANSPORTATION

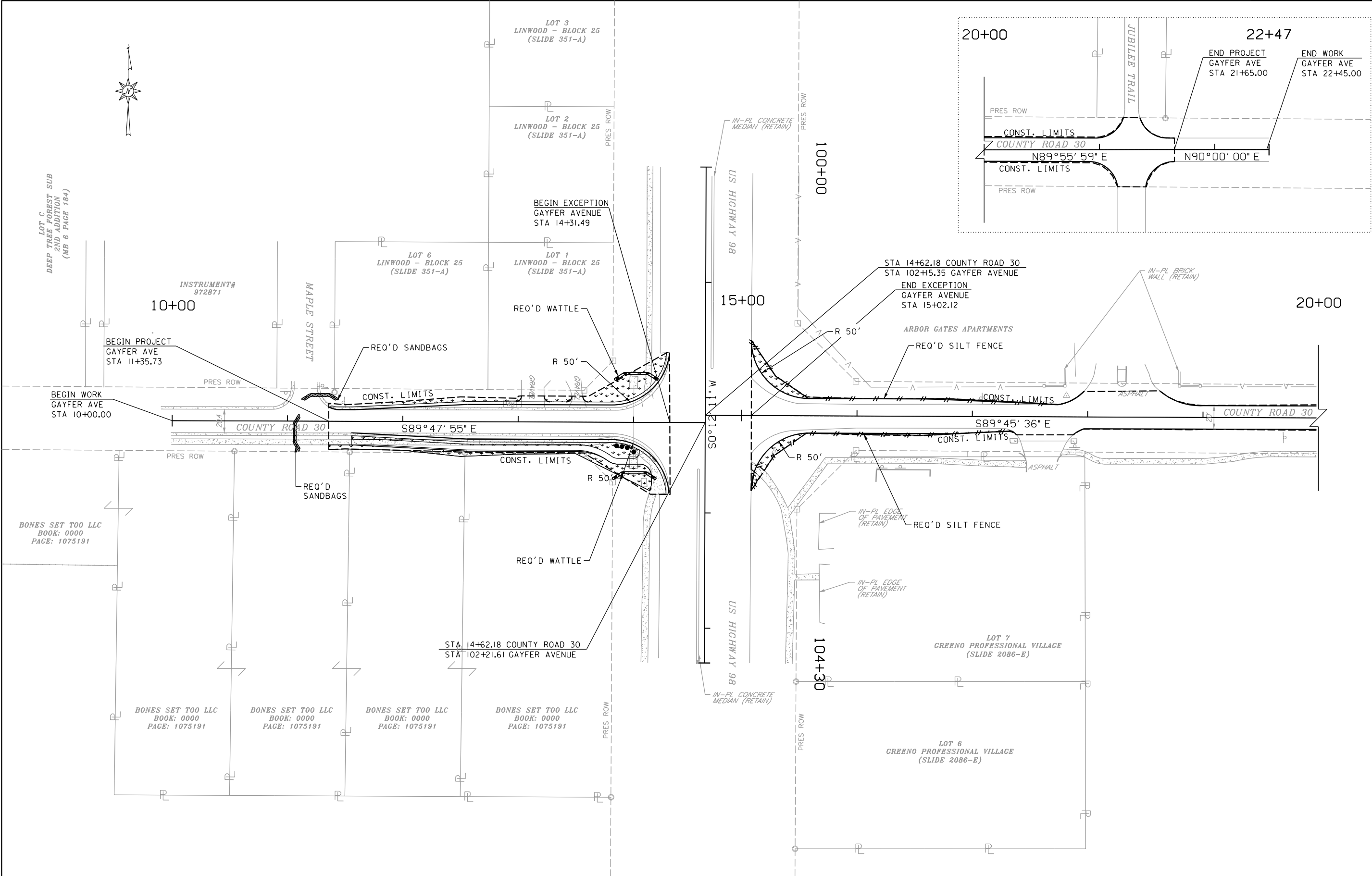
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SHEET TITLE
EROSION & SEDIMENT
CONTROL LEGEND
SHEET

ROUTE
US-98 AT
GAYFER
AVENUE

EROSION AND SEDIMENT CONTROL PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	31



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SCALE
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SHEET TITLE
EROSION AND SEDIMENT
CONTROL PLAN

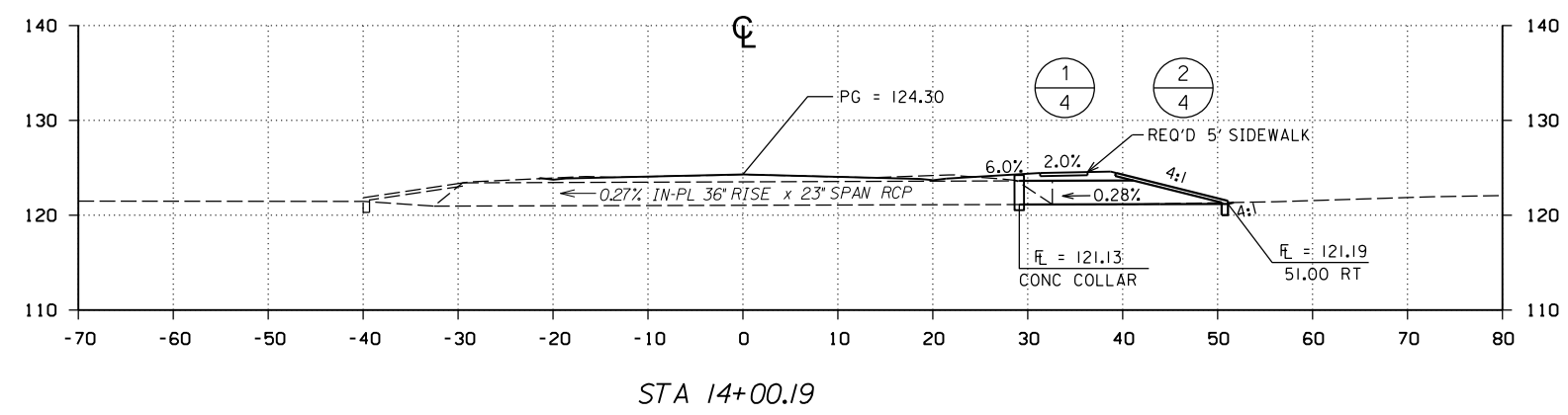
ROUTE
US-98 AT
GAYFER
AVENUE

DRAINAGE SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPOA-0220(252)	2022	40

IN-PLACE:
65 LIN FT - 36"Sx23"R RCP (RETAIN)
2 EACH - 36"Sx23"R SLOPE PAVED HEADWALL
(RETAIN NORTH HEADWALL, REMOVE SOUTH HEADWALL)

REQUIRED:
INDEX 1 -2
22 LIN FT - 36"Sx23"R RCP, (CLASS 3 R.C.)(EXTENSION)
1 EACH - CONCRETE COLLAR
1 EACH - 36"Sx23"R SIDE DRAIN PIPE END TREATMENT, CLASS 1



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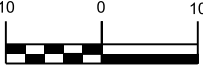
ALABAMA DEPARTMENT
OF TRANSPORTATION

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SCALE
(FEET)

VERT

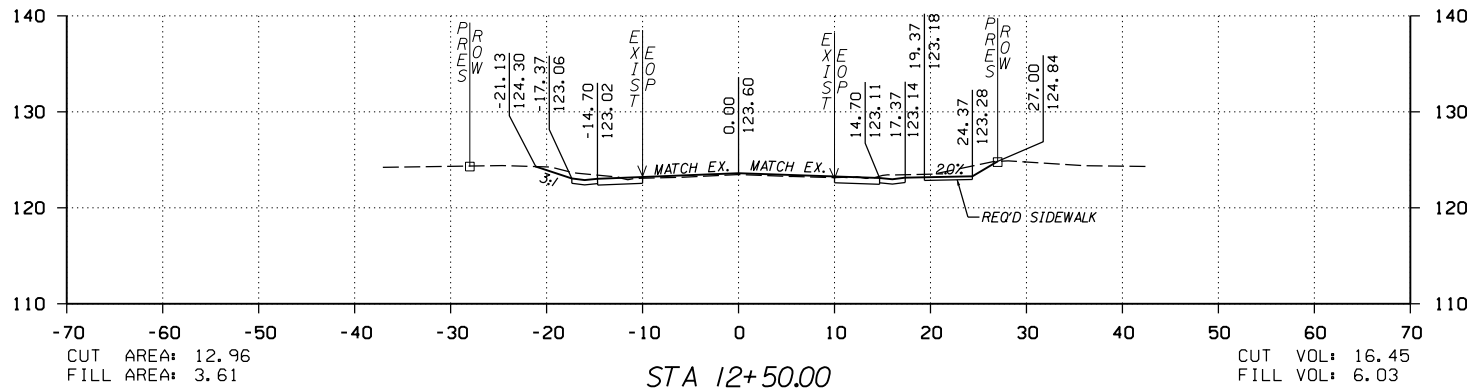
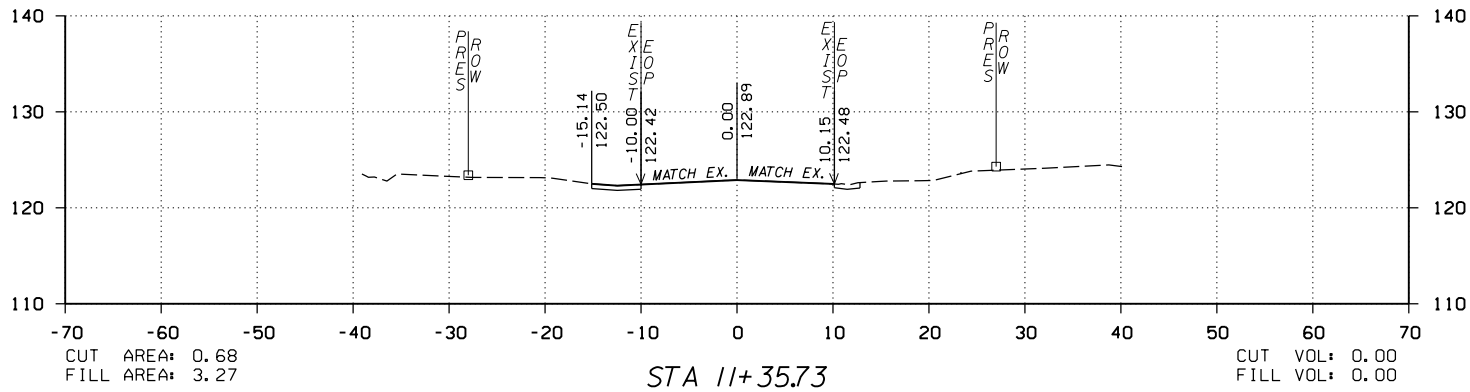
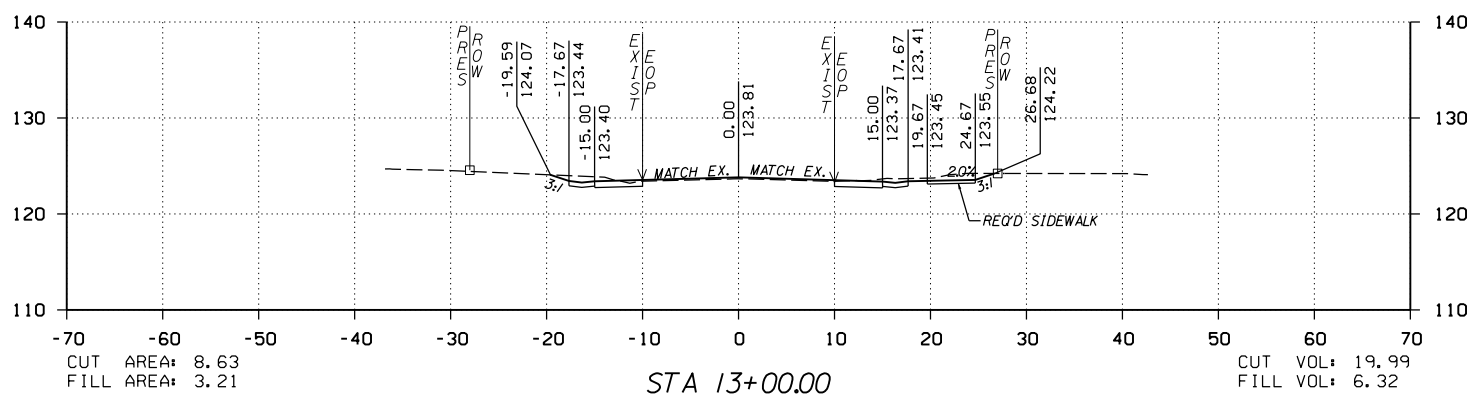
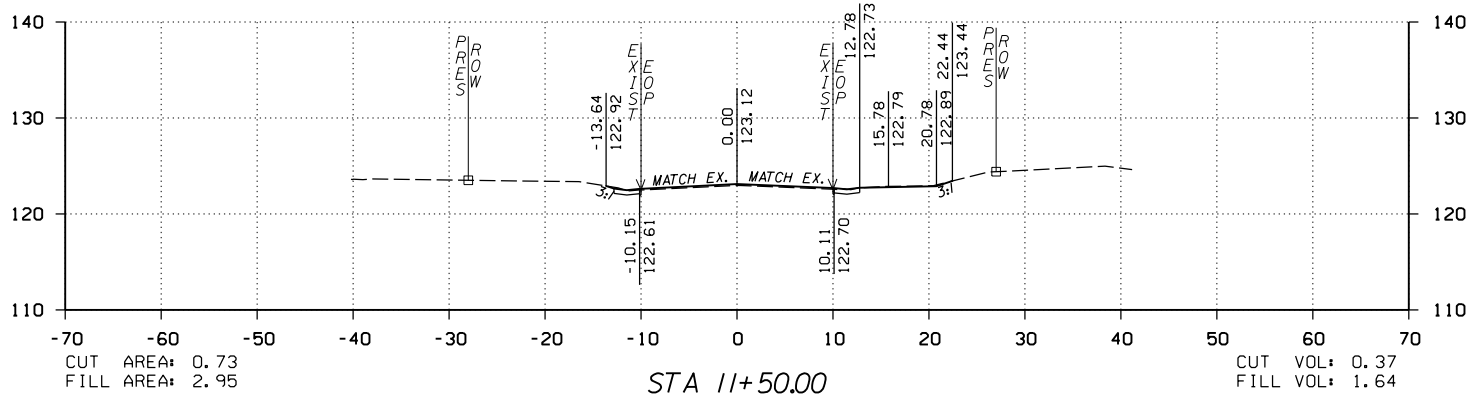
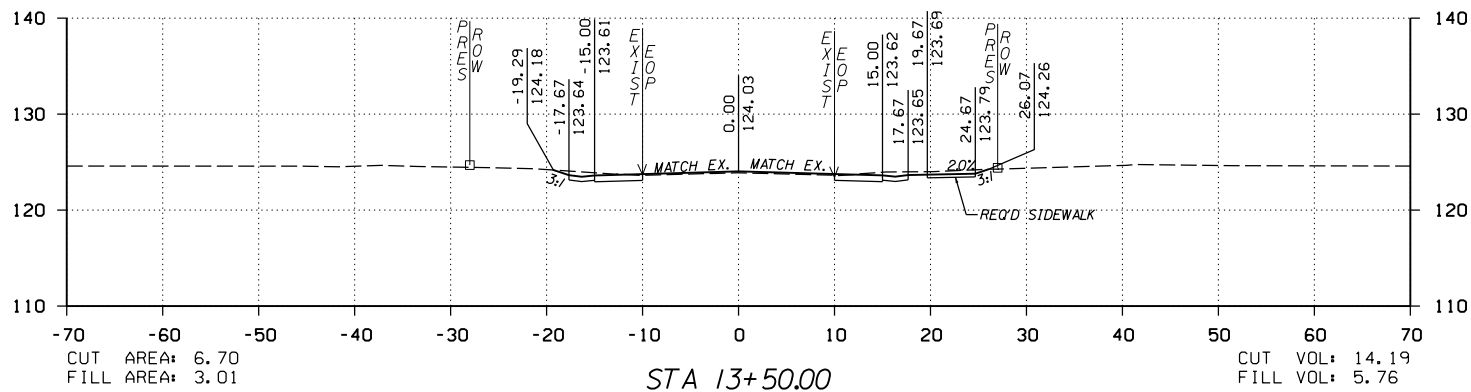
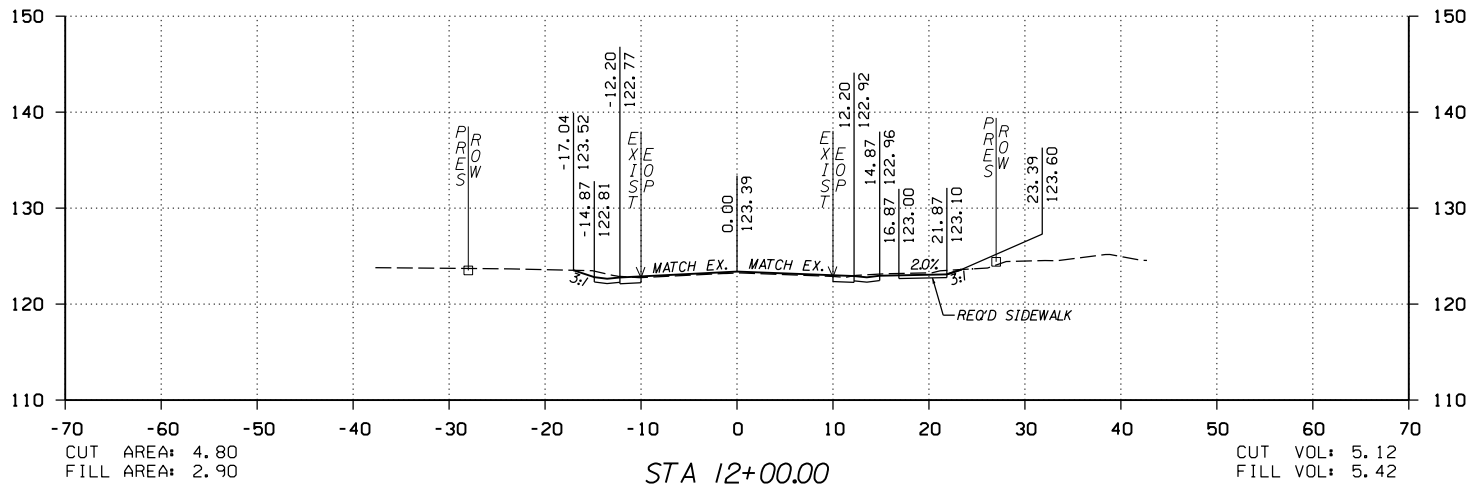


SHEET TITLE

DRAINAGE SECTION

ROUTE

US-98 AT
GAYFER
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ALABAMA DEPARTMENT
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VERT

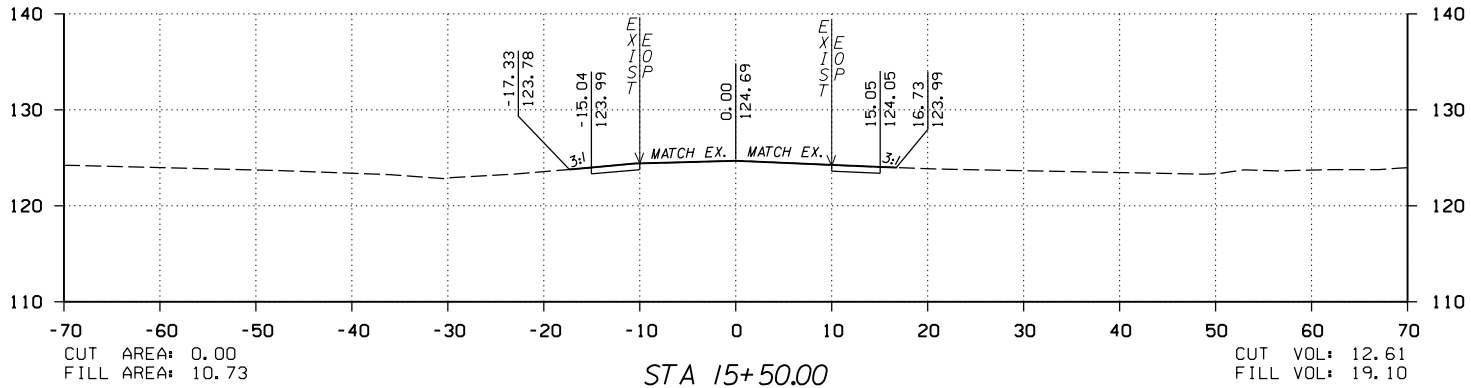
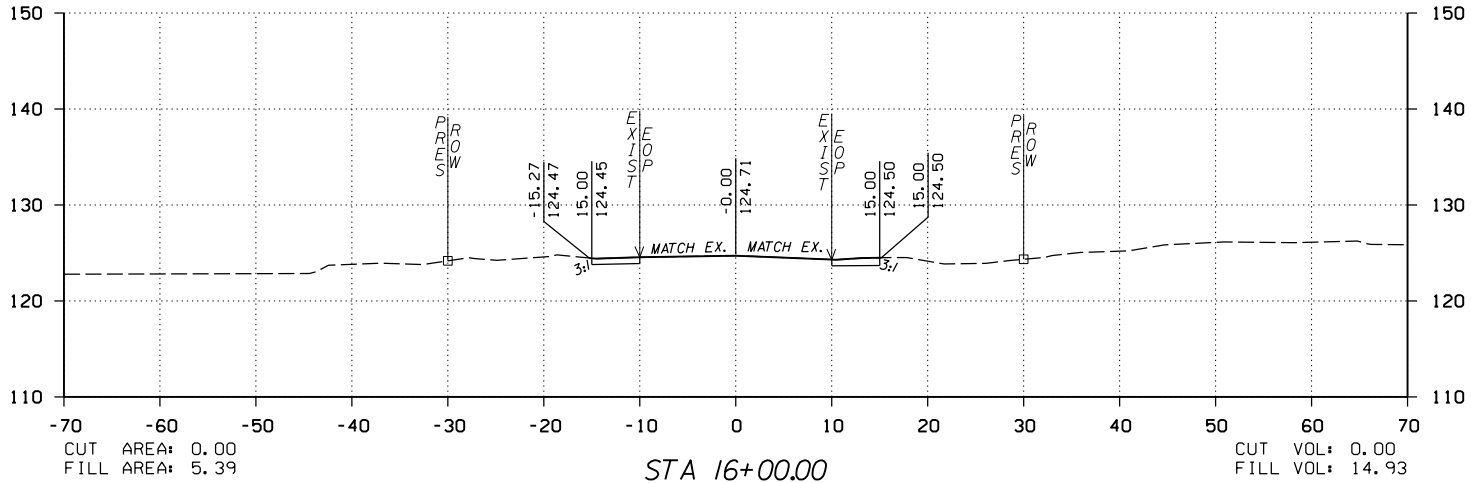
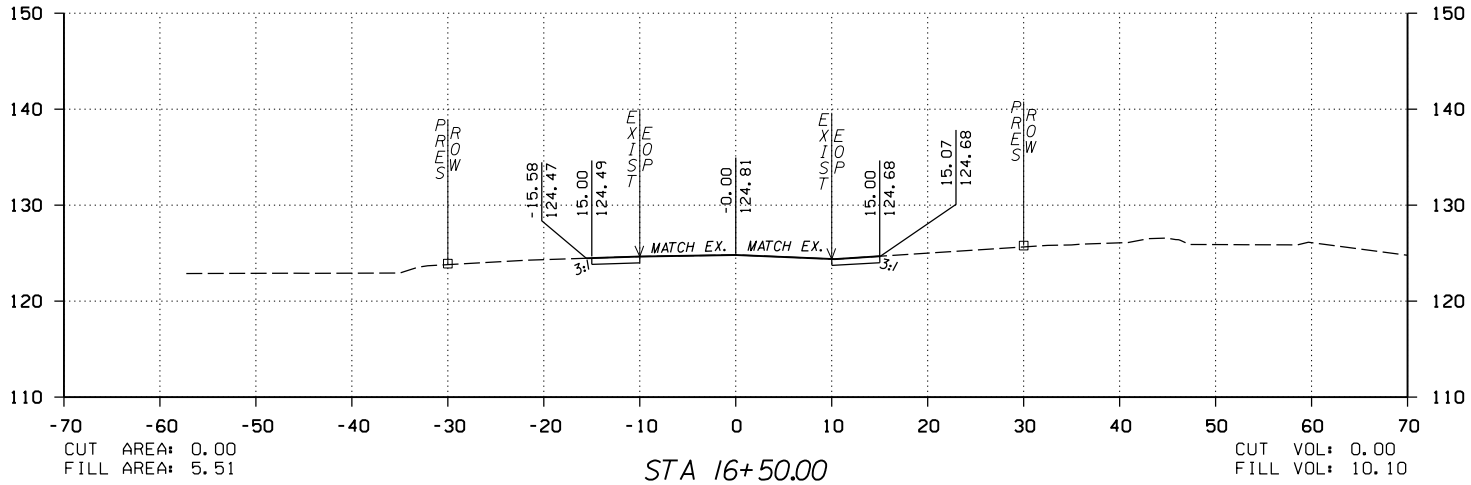
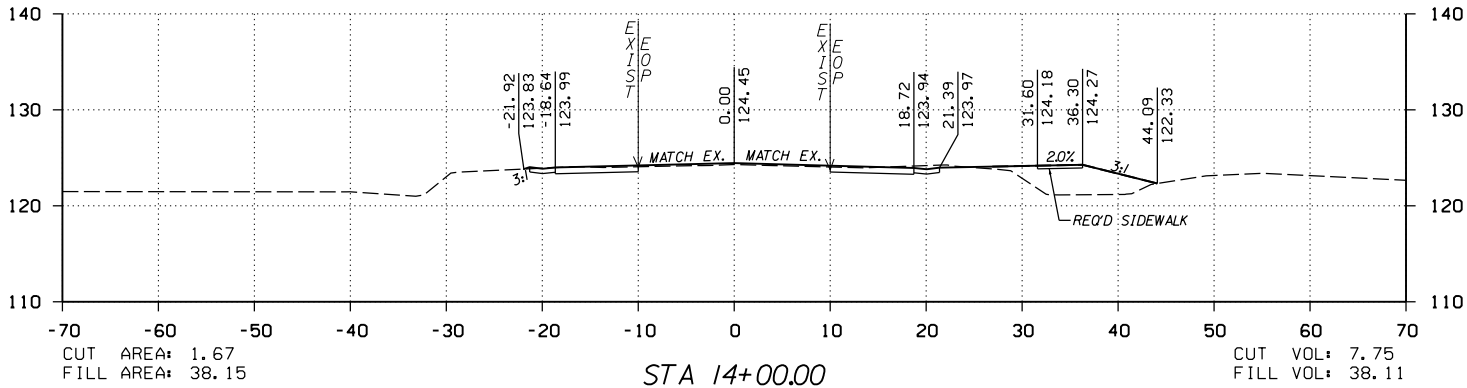
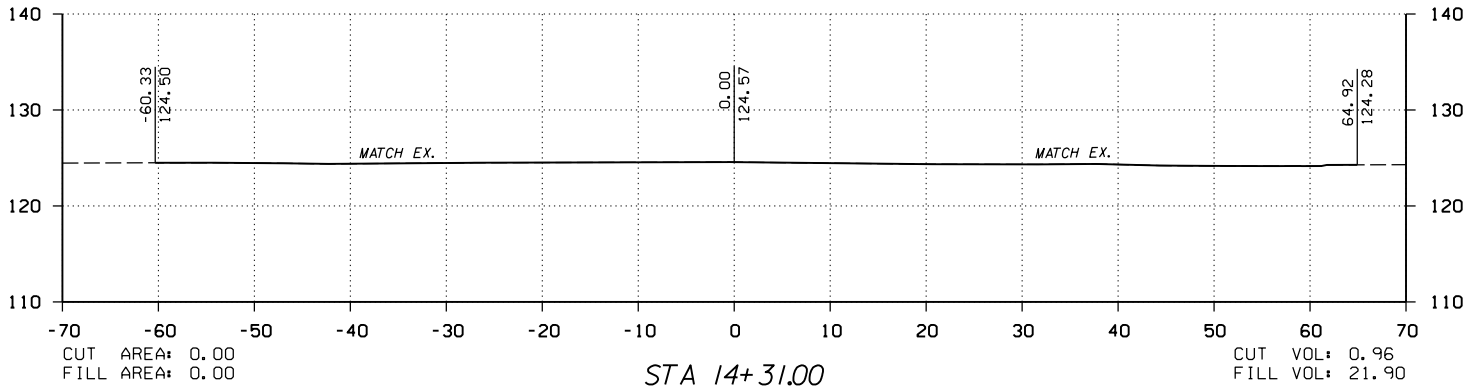
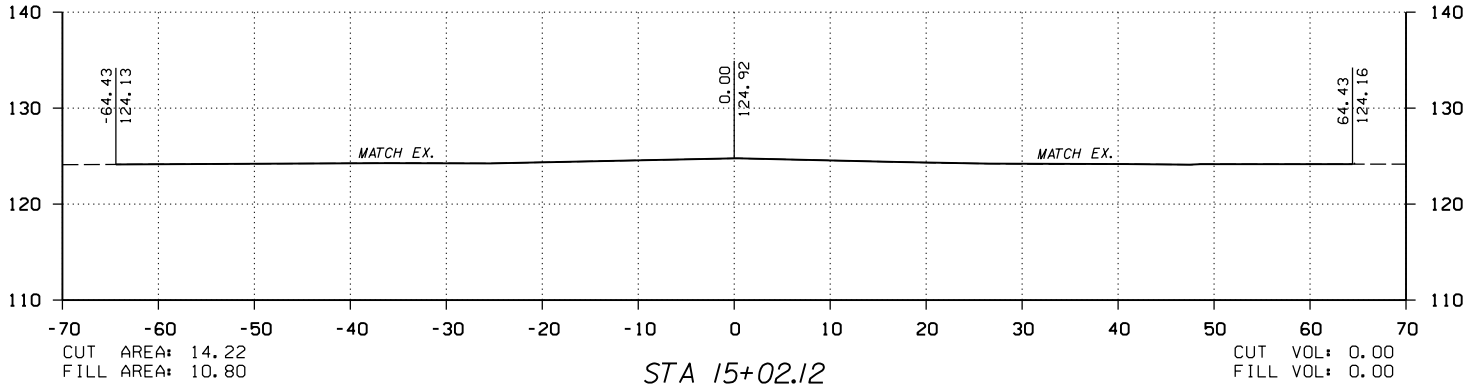


SHEET TITLE

Sta 11+35.73 to Sta 13+50.00

ROUTE

US-98 AT
GAYFER
AVENUE

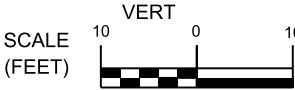


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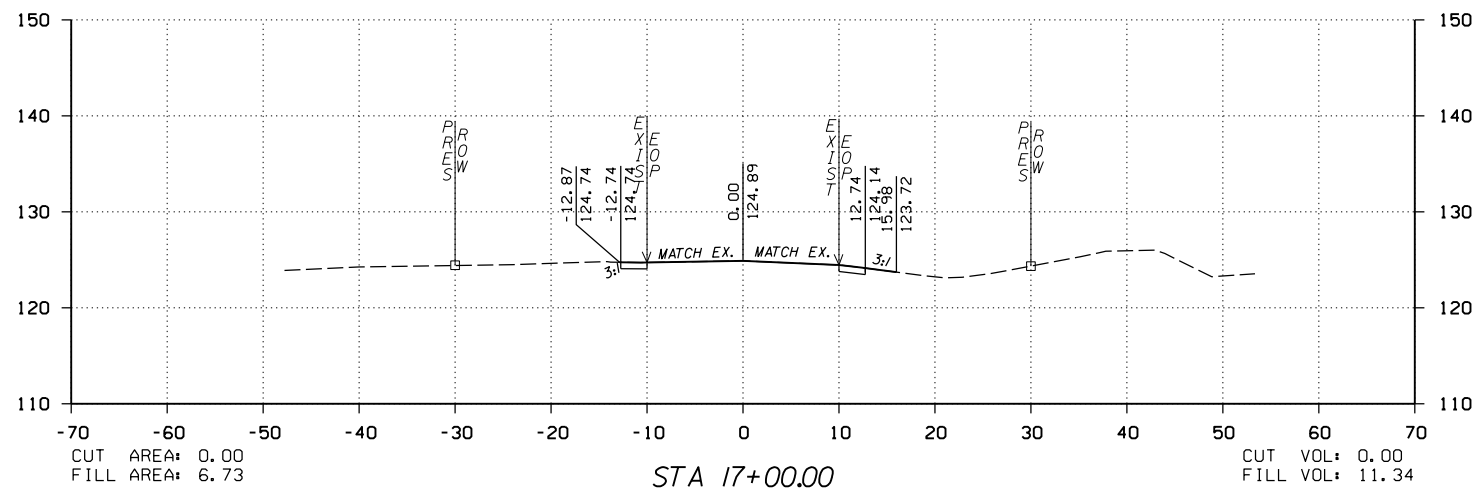
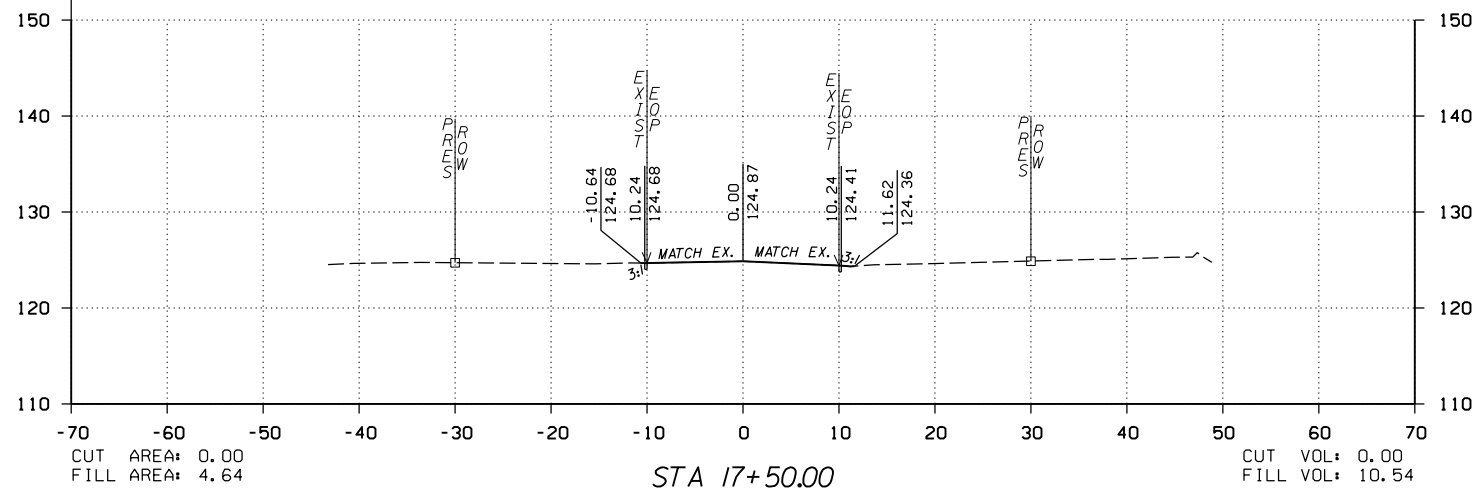
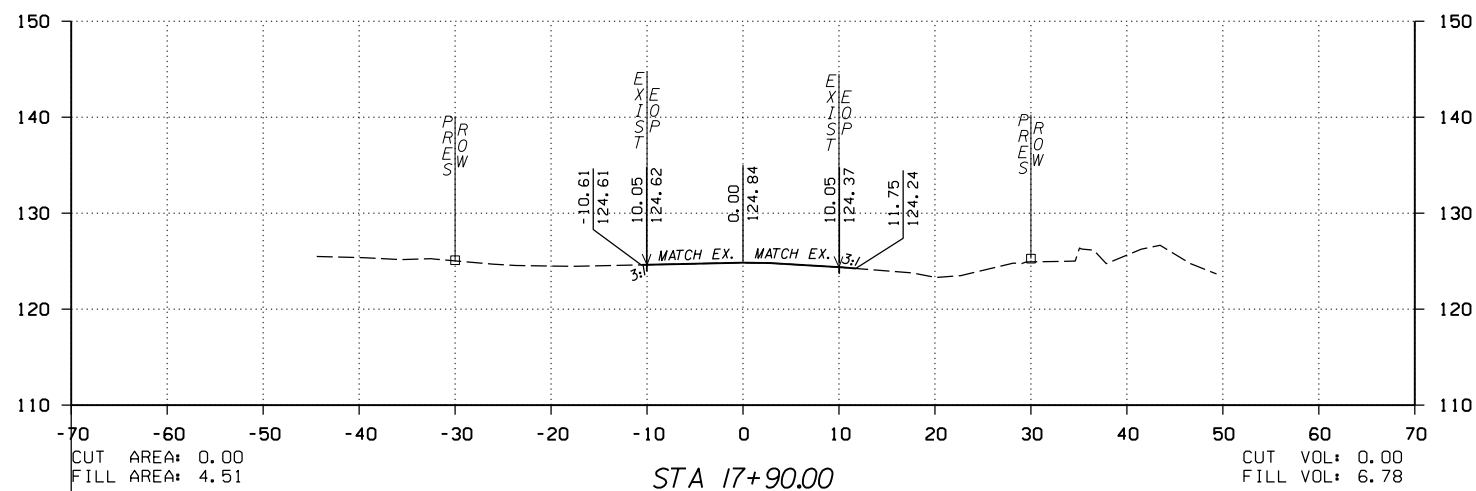


ALABAMA DEPARTMENT
OF TRANSPORTATION



SHEET TITLE
Sta 14+00.00 to Sta 16+50.00

ROUTE
US-98 AT
GAYFER
AVENUE



EARTHWORK SUMMARY

REFERENCE PROJECT NO

FISCAL YEAR	SHEET NO
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STPOA-0220(252)

2022	55
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GN-2 NOTES
148

UNCLASSIFIED EXCAVATION			
TOTAL UNCLASSIFIED EXCAVATION (ITEM 210A-000)			217.00

BORROW EXCAVATION			
TOTAL BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0)) (ITEM 210D-022)			100.00

TOPSOIL			
TOTAL TOPSOIL (ITEM 650A-000)			60.00



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OF TRANSPORTATION

NOT TO SCALE

SHEET TITLE

EARTHWORK SUMMARY

ROUTE

S-98 AT
AYFER
VENUE

PROPOSAL
FOR THE CONSTRUCTION OF FEDERAL AID
PROJECT NO. STPOA-0220 (252)
CITY OF FAIRHOPE
BALDWIN COUNTY, ALABAMA

DATE: _____

TIME: _____:_____M

PROPOSAL OF _____
(Name of Bidder)LICENSE No. _____ OF _____
(Not Required to Bid) (Address)

for constructing the **TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE**
ON CR 30 (GAYFER AVENUE) AT US 98 - in the City of Fairhope, County of Baldwin,
State of Alabama.

The plans are composed of drawings identified as follows:

FEDERAL AID PROJECT NO. STPOA-0220 (252)

The specifications are hereto attached.

TO THE MAYOR OF THE CITY OF FAIRHOPE, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the base bid project in **forty-five (45)** working days. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have been established for this project.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details):

BID GUARANTIES RETURNED

Successful Bidder.	After contract & bonds executed and approved. May be allowed to substitute bond for check after 30 days after bid opening.
Next 2 Lowest Bidders . . .	15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.
All others	After bids tabulated and checked.
AWARD OF CONTRACT	Within 30 days after bid opening, or later if agreed to.
EXECUTION OF CONTRACT. .	Contractor must execute within 15 days after presentation for signature. May be extended no more than 5 days by owner.
APPROVAL OF CONTRACT. . .	Owner approves within 20 days after presentation by contractor, unless contractor agrees to a longer period.
WORK ORDER ISSUED	Within 15 days after approval and execution of contract by owner. May be extended by agreement.
TIME CHARGES BEGIN.	Within 15 days of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

BASE BID

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	AMOUNT BID
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$ 8000 PER ACRE) (APPROXIMATELY 1 ACRE)	1	LUMP SUM	\$	\$
2	206C-000	REMOVING CONCRETE SIDEWALK	183	SQ YD	\$	\$
3	206D-005	REMOVING GUTTER	620	LIN FT	\$	\$
4	206E-050	REMOVING SLOPE PAVED HEADWALL	1	EACH	\$	\$
5	210A-000	UNCLASSIFIED EXCAVATION	217	CU YD	\$	\$
6	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	100	CU YD	\$	\$
7	214A-000	STRUCTURE EXCAVATION	15	CU YD	\$	\$
8	214B-000	FOUNDATION BACKFILL, LOCAL	10	CU YD	\$	\$
9	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	800	SQ YD	\$	\$
10	401A-000	BITUMINOUS TREATMENT A	720	SQ YD	\$	\$
11	405A-000	TACK COAT	320	GALLON	\$	\$
12	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	290	TON	\$	\$
13	424B-653	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	25	TON	\$	\$
14	424B-662	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	105	TON	\$	\$
15	430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	10	TON	\$	\$
16	530B-014	36" SPAN, 23" RISE ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	22	LIN FT	\$	\$
17	600A-000	MOBILIZATION	1	LUMP SUM	\$	\$
18	618A-000	CONCRETE SIDEWALK, 4" THICK	160	SQ YD	\$	\$
19	618C-001	DETECTABLE WARNING SURFACE	45	SQ FT	\$	\$
20	618D-000	CURB RAMP	14	SQ YD	\$	\$
21	619B-118	36" SPAN, 23" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1	1	EACH	\$	\$
22	620A-000	MINOR STRUCTURE CONCRETE	1	CU YD	\$	\$
23	623A-001	CONCRETE GUTTER (VALLEY)	630	LIN FT	\$	\$
24	650A-000	TOPSOIL	60	CU YD	\$	\$
25	654A-001	SOLID SODDING (BERMUDA)	650	SQ YD	\$	\$
26	665A-000	TEMPORARY SEEDING	1	ACRE	\$	\$
27	665B-001	TEMPORARY MULCHING	3	TON	\$	\$
28	665E-000	POLYETHYLENE	500	SQ YD	\$	\$
29	665G-000	SAND BAGS	50	EACH	\$	\$
30	665J-002	SILT FENCE	570	LIN FT	\$	\$

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	AMOUNT BID
31	665O-001	SILT FENCE REMOVAL	570	LIN FT	\$	\$
32	665Q-002	WATTLE	50	LIN FT	\$	\$
33	680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	\$	\$
34	701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	100	LIN FT	\$	\$
35	701E-000	SOLID TEMPORARY TRAFFIC STRIPE	3,200	LIN FT	\$	\$
36	701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1,690	LIN FT	\$	\$
37	701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1,505	LIN FT	\$	\$
38	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	710	SQ FT	\$	\$
39	703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	50	SQ FT	\$	\$
40	703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	286	SQ FT	\$	\$
41	705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	120	EACH	\$	\$
42	705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	50	EACH	\$	\$
43	705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	50	EACH	\$	\$
44	705A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	100	EACH	\$	\$
45	710A-160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	12	SQ FT	\$	\$
46	710A-165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	22	SQ FT	\$	\$
47	710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	42	LIN FT	\$	\$
48	730A-012	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (PARTIAL) (US-98 AT GAYFER AVENUE)	1	LUMP SUM	\$	\$
49	730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (US-98 AT GAYFER AVENUE)	1	LUMP SUM	\$	\$
50	730D-040	FURNISHING AND INSTALLING ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM (US-98 AT GAYFER AVENUE)	1	LUMP SUM	\$	\$
51	730K-000	TRAFFIC SIGNAL JUNCTION BOX	1	EACH	\$	\$
52	730L-005	2", NON-METALLIC, CONDUIT	35	LIN FT	\$	\$
53	730P-023	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	2	EACH	\$	\$
54	740B-000	CONSTRUCTION SIGNS	429	SQ FT	\$	\$
55	740D-000	CHANNELIZING DRUMS	50	EACH	\$	\$
56	740E-000	CONES (36 INCHES HIGH)	50	EACH	\$	\$
57	740M-001	BALLAST FOR CONE	50	EACH	\$	\$
TOTAL BID AMOUNT, BASE BID						\$

Project No.: STPOA-0220 (252)
Town/County: Fairhope/Baldwin
Letting Date: _____

The undersigned hereby states that this Bid Proposal is to the best of their knowledge, their true and correct bid, except for changes initiated herein, and is submitting these bid sheets for review and consideration.

Contractor's Signature
(Authorized Company Representative)

Date

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$10,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

**2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE
SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))**

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

**A. Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions**

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

_____ day of _____, 20_____.

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____
(Name of
_____, as **Surety**, are held and firmly
Surety)

bound unto

THE CITY OF FAIRHOPE

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for Project Number **STPOA-0220 (252)**, located in the City of Fairhope, County of Baldwin, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and said **Principal** will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest: _____ Name of State under the laws of which
(Secretary) the Corporation was chartered:
_____ (State)

**(Corporate Seal)
Attest: _____ Name of State under the laws of which
(Secretary) the Corporation was chartered:
_____ (State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY <u>MUST</u> BE ATTACHED.
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SPECIAL PROVISIONS
PROJECT NO. STPOA-0220 (252)
CITY OF FAIRHOPE
BALDWIN COUNTY, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>S.P. CODE</u>	<u>SPECIAL PROVISION</u>
FHWA-1273	Form FHWA-1273
22-LPA-001	General Provisions for Projects let by LPA
22-LPA-002	Acceptance for Projects let by LPA
22-WR0002	Highway Construction Wage Rates
22-FH0002	Title VI Assurance
22-FH0003	Non-Discrimination Statutes and Authorities
22-FH0004	Special Training Responsibilities of Equal Employment Opportunity Requirements
22-FH0005	Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity
SI-1	Supplemental Insurance Requirements

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“\$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture 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, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103

AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109 MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.**1. GENERAL.**

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars (\$50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the Contractor written notice that the project is completed, and will specify that date as Final Acceptance.

"General Decision Number: AL20220148 01/07/2022

Superseded General Decision Number: AL20210148

State: Alabama

Construction Type: Highway

County: Baldwin County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 28.55	3%+8.86

SUAL2019-027 11/13/2019		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.04	0.00
FORM WORKER.....	\$ 12.40	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55	0.00
IRONWORKER, REINFORCING.....	\$ 17.54	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.22	0.00
LABORER: Common or General.....	\$ 13.09	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.47	0.00
LABORER: Pipelayer.....	\$ 15.86	0.00
LABORER: Erosion Control.....	\$ 11.61	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.95	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.78	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.38	0.00
OPERATOR: Bulldozer.....	\$ 18.10	0.00
OPERATOR: Crane.....	\$ 24.91	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 17.45	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60	0.00
OPERATOR: Mechanic.....	\$ 19.16	0.00
OPERATOR: Milling Machine.....	\$ 15.79	0.00
OPERATOR: Oiler.....	\$ 16.83	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.54	0.00
OPERATOR: Roller.....	\$ 15.42	0.00

OPERATOR: Scraper.....	\$ 13.30	0.00
PAINTER (Brush and Roller).....	\$ 15.97	1.27
TRAFFIC CONTROL: Flagger.....	\$ 14.09	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 13.13	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.51	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.13	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporating of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of \$0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at \$0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements

(41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

- year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans

(41 CFR 60-4.5)

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

- (4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations

(41 CFR 60-4.2)

- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
 These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice

(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CFR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1**Goals & Timetables**

(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE**Area Covered** – Statewide

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

MINORITY**Area Covered** – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

SUPPLEMENTAL INSURANCE REQUIREMENTS

Special Provision No. SI-1

PROJECT: TURN LANE CONSTRUCTION AND
TRAFFIC SIGNAL UPGRADE ON CR 30
(GAYFER AVENUE) AT US 98

DATE:

OWNER: CITY OF FAIRHOPE, ALABAMA

ALDOT PROJECT NO. STPOA-0220 (252)
GMC PROJECT NO.: CMOB200069

TO: CONTRACTORS

The following are your instructions with respect to the requirements for Bonds and Insurance to be included in the Contract Documents for the above Project.

I. BONDS

A. Bid Security is to be provided by each Bidder in the amount of [five] 5% percent of amount bid (maximum amount - \$10,000) and will be in the form of:

1. Bid Bond; the prescribed type of Bid bond is attached. YES
2. Bank cashier's check drawn to the order of Owner YES

B. Construction Performance Bond and Construction Payment Bond each in an amount equal to the Contract Price. YES

II. LIABILITY INSURANCE

City of Fairhope shall be named as **Certificate Holder**.

The limits of liability for the liability shall provide coverages for not less than the following amounts or greater where required by law or regulations and the coverages shall be as follows:

A. Worker's Compensation, etc.:

1. State: Statutory
2. Applicable Federal (e.g. Longshoreman's): Statutory
3. Employer's Liability: \$500/500/500

B. Comprehensive General Liability (including Premises-Operations; Independent Contractors= Protection; Products Liability -- Completed Operations; Broad Form Property Damage):

1. General Aggregate
(Except Products-Completed Operations) \$ 2,000,000
2. Products-Completed Operations Aggregate \$ 2,000,000
3. Personal and Advertising Injury (per Person/Organization) \$ 1,000,000
4. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

5. Personal Injury Liability Coverage will include Claims arising out of Employment. NO
6. Exclusions of Property in Contractor's Care, Custody or Control will be eliminated. NO
7. Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and Underground Damage. YES

C. Contractual Liability (Bodily Injury and Property Damage):

1. General Aggregate \$ 2,000,000
2. Each Occurrence \$ 2,000,000

D. Automobile Liability:

1. Bodily Injury:
\$ 1,000,000 Each Person
\$ 1,000,000 Each Accident
- ii. Property Damage:
\$ 500,000 Each Accident
or a combined single limit of \$ 1,000,000
\$ 1,000,000 Annual Aggregate
or a combined single limit of \$ 1,000,000

E. Liability coverage for OWNER, ENGINEER, ENGINEER's Consultants, and others will be provided, subject to customary exclusions for professional liability (select either [1.] or [2.] and complete [3.], if applicable):

1. By endorsement as additional insureds on Contractor's Liability Policy. YES
2. By a separate Protective Liability Policy covering all of them issued by CONTRACTOR's general liability carrier. (Indicate amounts of coverages \$ _____) NO
3. List here by name and address any additional individuals or entities (in addition to OWNER, ENGINEER, and ENGINEER's Consultants,) as insureds or **additional insureds** under the required liability policies:

ENGINEER: Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, AL 36526

OWNER: City of Fairhope
161 North Section Street
Fairhope, AL 36532

- F. Excess Liability NO
- Umbrella Form: NO
- General Aggregate: \$ 0
- Each Occurrence: \$ 0

G. All insurance certificates shall provide for "**Waiver of Subrogation**" against, the Owner, Engineer, and their Consultants, by the Contractor, Subcontractors, and their insurers.

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: _____ **PROJECT NUMBER:** _____ **COUNTY:** _____

[illegible]

ALDOT FORM DBE-10

1. Project Number:			2. County:		3. Region:	
4. Prime Contractor:			5. DBE:			
6. Date:	7. ALDOT Estimate:		8. Estimate Period: From: To:			

9. Description of Work: (Pay Item No. & Description)		10. Type Firm (C/S/M/BF)	11. Unit Price	12. Units	13. Units Worked	14. Amount Performed this Period	15. Units Performed to Date	16. Amount Performed to Date
Pay Item No.	Item Description							
17. Comments:						18. Total:		19. Total:

20. Signature of Authorized Representative:		Printed Name & Title		Date Signed

Alabama Department of Transportation

ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number Instructions

1. ALDOT Project Number
2. County
3. Region
4. Prime Contractor For the Project
5. DBE for this Report
6. Date of Report
7. ALDOT Estimate Number
8. Work Period for this Estimate (Beginning Date - Ending Date)
9. Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10. Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11. Unit Price of Work
12. Units
13. Units of Work Accomplished this Period
14. Amount Performed for this Period (Block 11 times Block 13)
15. Units Performed to Date
16. Amount Performed to Date (Block 11 times Block 15)
17. Comments Pertinent to this DBE-10
18. Total of Amounts in Block 14
19. Total of Amounts in Block 16
20. Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

- 1) Invoices are required for all supplier and manufacturer credit.
- 2) Tickets are required for all "Stocking the Plant" hauling.
- 3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

- 1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
- 2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
- 3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____
County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

DBE Firm Name: _____
was or will be paid \$ _____

Note: this amount does / does not include gross receipts tax and bond.
(circle one) (circle if applicable)

This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

DBE Subcontractor/Supplier

By: _____
signature

Name: _____
please print

Title: _____

Date: _____

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand Twenty-Two, by and between the City of Fairhope,
(Year written in words)
Alabama, party of the first part (hereinafter called the **Owner**) and

_____ of
(Name of Contractor)

_____, party
(Mailing Address)

of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of the **TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER AVENUE) AT US 98**, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the **City of Fairhope, Baldwin County, Alabama**, known as Federal Aid Project Number **STPOA-0220 (252)**, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to _____ **and / 100 Dollars (\$ _____)**, payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "**Principles of Business Conduct**".

IN WITNESS WHEREOF, THE CITY OF FAIRHOPE, ALABAMA has caused these presents to be executed by its MAYOR and _____, the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST

CITY OF FAIRHOPE, ALABAMA

City Clerk

By: _____
Sherry Sullivan as Mayor

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, Limited Liability Corporation or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number:_____

County:_____

Contractor:_____

Mailing Address:_____

Street	City	State	Zip
--------	------	-------	-----

Telephone Number:_____

A.C.

Employer Identification Number:_____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$_____

Estimated Starting Date:_____ Estimated Completion Date:_____

Signed:_____ Date:_____

Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, and,
_____, as Surety,
are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, as Obligee, in the penal sum
of _____ Dollars
(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound Principal has this day entered into a Contract with the said Obligee, for the construction of

**TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER
AVENUE) AT US 98**

in the City of Fairhope, Baldwin County, Alabama, to-wit: known as Federal Aid Project No.
STPOA-0220 (252), a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and
promptly perform said Contract and all the conditions and requirements thereof, then this
obligation shall be null and void and of no effect, otherwise to remain and be in full force and
effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly
and efficiently prosecute said work in accordance with the Contract, the above bound Surety
shall, at its own expense, take charge of said work and complete the Contract, pursuant to the
terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee
due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee
authorize the Obligee to advertise for bids to complete the said Contract at the expense of said
Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of
such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due
to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work
and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may
cause ten days notice of such failure to be given, either to said Principal or Surety, and at the
expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said
contract, the Obligee shall have the authority to cause said work to be done, and when the same
is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree
to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 2022, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

NAME OF SURETY

BY: _____

ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:

Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, and,
_____, as Surety,
are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, as Obligee, in the penal sum
of _____ Dollars
(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound Principal has this day entered into a Contract with the said Obligee, for the construction of

**TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE ON CR 30 (GAYFER
AVENUE) AT US 98**

in the City of Fairhope, Baldwin County, Alabama, to-wit: known as Federal Aid Project No.
STPOA-0220 (252), a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make
payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the
prosecution of the work provided for in said Contract, then this obligation shall be null and void
and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to
make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies
for or in the prosecution of the work provided for in such Contract, the above bound Surety shall
be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of
reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as
provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to
the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent
that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said
Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 2022, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

NOTICE OF AWARD

To: _____

Date: _____

Project: Turn Lane Construction and Traffic Signal

Upgrade on CR 30 (Gayfer Avenue) at US 98

City of Fairhope, Alabama

ALDOT Project No. STPOA-0220 (252)

GMC Project No. CMOB200069

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated _____.

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

You are required to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) 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.

CITY OF FAIRHOPE

Owner

By _____

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this the _____ day of _____, 2022.

Contractor

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: Turn Lane Construction and Traffic Signal

Upgrade on CR 30 (Gayfer Avenue) at US 98

City of Fairhope, Alabama

ALDOT Project No. STPOA-0220 (252)

GMC Project No. CMOB200069

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2022, on or before _____, 2022, and you are to complete the WORK by within **45** working days thereafter. The date of completion of all WORK is therefore approximately _____, 2022.

CITY OF FAIRHOPE

Owner

By _____

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the _____ day of _____, 2022.

Contractor

By _____

Title _____



ITEM VII

CITY OF FAIRHOPE

STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record and posted to the City of Fairhope website www.FairhopeAL.gov. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, AL. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at
<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing, or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

17. DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

18. DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

19. ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date, and location to be specified by the City of Fairhope.

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc., or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

23. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

24. HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

29. INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

30. INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, AL. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT

If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

34. MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

35. NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON-EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / Purchase Order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

45. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

46. QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded, and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

48. REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

49. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

50. SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

51. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

52. SET-UP AND INSTALLATION

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

53. SPILL CLEAN UP

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

54. SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise, or the City of Fairhope may seek remedies for default.

55. TABULATION

Bid results are posted on The City of Fairhope's web site: www.FairhopeAL.gov. The awarded vendor will be sent a written notification.

56. TAXES

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

57. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

58. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

59. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

60. TIME IS OF THE ESSENCE

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

61. TITLE

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

62. VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

63. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

64. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.