

CONTRACT DOCUMENTS

**BID FORM AND SPECIFICATIONS
SIDEWALK IMPROVEMENTS 2011**

BID NO 036-11

Project No PW005-11

Federal Aid Project STMTE-TE09 (978)

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President
Timothy M. Kant, Mayor

Set Number _____

CITY OF FAIRHOPE

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. October 13, 2011 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 036-11 Sidewalk Improvements 2011
Project No PW005-11
Federal Aid Project No SMTE-TE09 (978)

Plans and specifications are on file and may be seen in the Office of Thompson Engineering, Inc., 2970 Cottage Hill Road Suite 190, Mobile, Alabama (Attention: Dana Glass). Plans and specifications may be obtained by depositing Seventy Dollars (\$70.00) with the Project Engineer for each set. This deposit will not be refunded. No plans and specifications will be issued to contractors later than twenty four (24) hours prior to the specified time of receiving bids.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, fax number: 251-629-0364, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. 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.

THERE WILL BE A PRE-BID MEETING AT 10:00 A.M., September 15, 2011 at 555 South Section Street, Fairhope, Alabama.

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 Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

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 Bidder'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 whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, 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 Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,
Purchasing Manager
Posted: 9-6-2011

TABLE OF CONTENTS

Invitation and Instruction to Bidders.....	1
Bid Form	9
Bonds	12
Insurance	18
Contract	20
Scope of Work.....	26
Standard Terms and Conditions	31
Appendix A- Federal Aid Funded Projects.....	42
Appendix B – Transportation Enhancement Projects – Special Provisions.....	49
Appendix C – Required Contract Provisions – Federal-Aid Construction Contracts	59
Appendix D – Alabama Department of Transportation Specifications.....	69
Appendix E – State of Alabama DOT Wage Rates	86

ITEM I

INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that the City of Fairhope ("Owner") will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

- 1.01 **PROJECT NAME: SIDEWALK IMPROVEMENT 2011**
PROJECT LOCATION: ALONG GREENO ROAD
PROJECT NUMBER: PW-005-11
FEDERAL AID PROJECT NO: STMTE-TE09 (978)

1.02 SUMMARY:

Make improvements to sidewalks along Greeno Road.

1.03 BID DEADLINE

Bids will be received until 2:00 p.m. local time, Thursday, October 13, 2011, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Plans and specifications are on file and may be seen in the Office of Thompson Engineering, Inc., 2970 Cottage Hill Road Suite 190, Mobile, Alabama (Attention: Dana Glass). Plans and specifications may be obtained by depositing Seventy Dollars (\$70.00) with the Project Engineer for each set. This deposit will not be refunded. No plans and specifications will be issued to contractors later than twenty four (24) hours prior to the specified time of receiving bids. No bid documents will be distributed later than 24 hours prior to the scheduled opening of bids. 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.

BID DOCUMENTS ARE ON FILE AT FAIRHOPE CITY HALL; 555 SOUTH SECTION STREET, FAIRHOPE, ALABAMA.

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, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, fax number: 251-929-0364, Seventy Two (72) hours prior to the bid opening or will be forever waived.

1.06 SITE EXAMINATION

Pre-bid conference to be held on 10:00AM on Thursday, September 15, 2011. At Fairhope Offices, located at 555 S. Section Street, Fairhope, Al 36532.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

Contractor must be properly licensed to perform the work as outlined in the Scope of Work.

Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Where required by State Law, State Contractor's license is required.

THIS IS A FEDERALLY FUNDED PROJECT. 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.

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.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident contractors on the same basis as the

nonresident bidder's state awards contract to Alabama contractors 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 bidder's 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 section 1.20.

1.09 DURATION OF OFFER

Bids may be 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 contractors 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 PROJECT NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S CONTRACTOR'S LICENSE NUMBER.

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 Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

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 of Fairhope 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.

Alternate bids will not be considered unless requested.

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 Contractor agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Project Manual, Drawings, Addenda, and all other related documents bearing the Project Title and Number.

Bidders shall use complete sets of Construction Documents in preparing their Bids. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

1.15 INQUIRIES/ADDENDA

Direct questions to the Purchasing Manager.

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX to all plan holders on records. It is the responsibility of the bidder to verify that all addenda have been received.

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.

1.20 **INSURANCE REQUIREMENTS**

1. Awarded bidder, at its sole expense, shall obtain and maintain in full force the following insurance to protect the awarded bidder and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance.

These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

3. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.**

4. **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability	\$100,000 Each Accident
	\$100,000 Each Employee
	\$500,000 Policy Limit

5. **U.S. Longshoreman & Harbor workers Act (USL&H)-**
Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.

6. UMaritime Endorsement (Jones Act)-

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

7. UCommercial General Liability

Coverage on an Occurrence form with a combined single limit of (Bodily Injury and Property Damage combined as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- Coverage to include

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/Completed Operations
- o Independent Contractors
- o Blanket Contractual Liability
- o Explosion, Collapse and Underground hazards
- o Broad Form Property Damage
- o Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

8. Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

9. Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

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 Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor 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 subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Subcontractor's Status: A Subcontractor 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 subcontractor'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 Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager 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 Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

ITEM II
BID FORM

Date: _____

City of Fairhope

BID NO 036-11 Sidewalk Improvement 2011
CITY OF FAIRHOPE PROJECT NO. PW-005-11
FEDERAL AID PROJECT No. STMTE-TE09 (978)

PROPOSAL OF _____
(Name of Bidder)

LICENSE NO. _____ OF _____
(Required to Bid) (Address)

For constructing concrete sidewalks in the City of Fairhope, County of Baldwin, State of Alabama.

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

Base Bid \$ _____

Allowance \$ none

Total Bid \$ _____

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.05, "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):

LINE NO	ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	201A-002	CLEARING AND GRUBBING	1	LUMP SUM		
2	210D-000	BORROW EXCAVATION	600	CU YD		
3	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" THICK	125	SQ YD		
4	517D-000	ALUMINUM/GALVANIZED STEEL SIDEWALK HANDRAIL	130	LF		
5	524B-011	CULVERT CONCRETE EXTENSION (CAST IN PLACE)	0.9	CU YD		
6	529-A010	RETAINING WALL	230	SQ FT		
7	535B-011	22" SPAN, 14" RISE SIDE DRAIN PIPE	24	LIN FT		
8	600A-000	MOBILIZATION	1	LUMP SUM		
9	616A-000	CONCRETE SIDEWALK, 4" THICK	5250	SQ YD		
10	616B-002	CONCRETE DRIVEWAY, 6" THICK	100	SQ YD		
11	619B-118	22" SPAN, 14" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1	2	EACH		
12	650B-000	TOPSOIL, 4" THICK	700	CU YD		
13	652A-054	SEEDING	1.8	ACRE		
14	654A-003	SOLID SODDING (CENTIPEDE)	2500	SQ YD		
15	656A-001	MULCHING, CLASS A, TYPE 2	1.8	ACRE		
16	665F-000	HAYBALES	150	EACH		
17	665G-000	SANDBAGS	600	EACH		
18	665J-000	SILT FENCE (TYPE A)	5000	LIN FT		
19	665Q-002	WATTLE	600	LIN FT		
20	674A-000	CONSTRUCTION SAFETY FENCE	2000	LIN FT		
21	680A-000	ENGINEERING CONTROLS	1	LUMP SUM		
22	703A-000	TRAFFIC CONTROL MARKINGS, CLASS II, TYPE A	3440	SQ FT		
23	710A-000	CLASS 4, ALUMINUM FLAT SIGN PANELS 6.06" THICK OR STEEL FLAT SIGN	120	SQ FT		
24	710B-001	ROADWAY SIGN POST (#3 "U" CHANNEL GALVANIZED STEEL)	112	LIN FT		
25	740B-000	CONSTRUCTION SIGNS	236	SQ FT		
26	740D-000	CHANNELIZING DRUMS	75	EACH		
27	740E-000	CONES (36 INCHES HIGH)	50	EACH		
28	740M-001	BALLAST FOR CONE	50	EACH		
29	741C-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	1	EACH		

TOTAL BID AMOUNT:

The contractor agrees to complete the entire project in **one hundred twenty (120)** calendar days from date given in the Notice to Proceed (NTP) unless other arrangements are approved by the Project Manager. The contractor 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, (1) in case of error in the extension of prices in the bid, unit prices will govern, and (2) the omission of a unit price for any item will be interpreted as that item being bid as "free". The contractor understands that in the event of the proration of the fund from which payment under the contract is to be made, the contract will be subject to termination.

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Company _____

Company Representative _____
(Print)

Company Representative _____
(Signature)

Address _____

Phone Number () _____

Fax Number () _____

Alabama License No. _____

ITEM III
BONDS

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____

(Name of Surety)
_____ as Surety, are held and firmly bound unto

CITY OF FAIRHOPE

As Oblige in the full amount 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 **CITY OF FAIRHOPE PROJECT NO. PW-005-11, SIDEWALK IMPROVEMENTS 2011, FEDERAL AID PROJECT No. STMTE-TE09 (978)**, County of Baldwin.

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 Oblige 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)

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

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

Attest:

(Secretary) _____
Name of State under the laws of
which

(Name of Surety) BY: _____
(Attorney in Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED. PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM.

LEAVE ATTACHED IN YOUR BIDDING PROPOSAL

**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
Concrete Sidewalks in the City of Fairhope, Baldwin County, Alabama, to-wit: known as **CITY OF
FAIRHOPE PROJECT NO. PW-005-11, SIDEWALK IMPROVEMENTS 2011, FEDERAL AID
PROJECT No. STMTE-TE09 (978)**, 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 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 _____, _____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____

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

Title Title

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

Title Title

SURETY: _____

NOTICE TO ALABAMA RESIDENT AGENT:
Countersigned by Alabama Resident Agent for Surety:

Furnish originally executed Power of Attorney with this Bond. Type or print your address below.

(X) _____

Type or Print Agent's Name License No.

**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 _____, 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
Concrete Sidewalks in the City of Fairhope, Baldwin County, Alabama to-wit: known as **CITY OF
FAIRHOPE PROJECT NO. PW-005-11, SIDEWALK IMPROVEMENTS 2011, FEDERAL AID
PROJECT No. STMTE-TE09 (978)**, 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 _____, _____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____

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

Title Title

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

Title Title

SURETY: _____

NOTICE TO ALABAMA RESIDENT AGENT:
Countersigned by Alabama Resident Agent for Surety.

Furnish originally executed Power of Attorney with this Bond. Type or print your address below.

(X) _____

Type or Print Agent's Name License No.

ITEM IVCERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS INSURANCE TO THE CITY OF FAIRHOPE, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____ and are in force on the date borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of insurance:

Limits of Liability

- (a) Workmen's Compensation:

_____	(policy number)
(exp. date)	(coverage)
(aggregate)	(one person) (one accident)

- (b) Contractor's Public Liability:

1. Bodily Injury:

(each person)	(each occurrence)	(total coverage)
---------------	-------------------	------------------

2. Property Damage:

(each accident)	(aggregate)
-----------------	-------------

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
---------------	-------------------	------------------

2. Property Damage:

(Each Accident)	(Aggregate)
-----------------	-------------

(d) Owner's Protective Liability:

(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)
--------------------------------------	--

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the City, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City.

Insurer

BY: _____
Authorized Representative

ITEM V
CONTRACT

This **CONTRACT** is made this _____ day of _____, _____, by and between the City _____ of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), on the **CITY OF FAIRHOPE PROJECT NO. 038-11, SIDEWALK IMPROVEMENTS 2011, FEDERAL AID PROJECT No. STMTE-TE09 (978)**. The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The contract consists of all of the items contained within this bid package.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within ten (10) days of the date specified in a Notice to Proceed (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within Thirty (30) working days from and after the commencement date stipulated in said Notice to Proceed. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____ (\$ _____). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5th day of each month, an estimated total for work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work. The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described in Item IV.

6. To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the **WORK**.

7. The **CONTRACTOR** has thoroughly and completely inspected the premises, and hereby agrees to perform the **WORK** for the **CONTRACT SUM**.

8. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of a good quality, free from faults and defects and in conformance with the **CONTRACT DOCUMENTS**. All **WORK** not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials.

9. The **CONTRACTOR** shall promptly correct all **WORK** rejected by the **OWNER** as defective or failing to conform to the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall bear all costs of correcting such rejected **WORK**, regardless of whether the **WORK** is fabricated, installed or completed.

10. The **CONTRACTOR** shall remove from the site all portions of the **WORK** which are defective or non-conforming and which have not been corrected, unless removal is waived by the **OWNER**.

11. If the **CONTRACTOR** fails to correct defective or nonconforming **WORK** within a reasonable time fixed by written notice from the **OWNER**, the **OWNER** may correct and the **CONTRACTOR** shall bear the cost of making good all work of the **OWNER** or separate contractors.

12. If the **OWNER** prefers to accept the defective or nonconforming **WORK**, the **OWNER** may do so instead of requiring its removal and correction, in which case a reduction in the **CONTRACT SUM** shall be effected whether or not final payment has been made. The reduction shall be equitable and appropriate.

13. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action, the **OWNER** may, after seven (7) days follow the receipt of an additional written notice, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

14. If, within one (1) year after acceptance of the **WORK** by the **OWNER**, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the **CONTRACT DOCUMENT**, any of the **WORK** is found to be defective or not in conformity with the **CONTRACT DOCUMENTS**, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **OWNER** to do so unless the **OWNER** has previously given the **CONTRACTOR** a written acceptance of such condition. This obligation shall survive both final payment for the **WORK** and termination of the **CONTRACT**. The **OWNER** shall give such notice promptly after discovery of the condition.

15. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

16. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**. The **CONTRACTOR** shall perform the **WORK** in a manner that allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

17. The **CONTRACTOR** shall at all time keep the premises free from accumulation of waste materials or rubbish caused by the **CONTRACTOR'S** operations. At the completion of the **WORK**, the **CONTRACTOR** shall remove all the **CONTRACTOR'S** waste materials and rubbish from and about the **PROJECT** as well as all the **CONTRACTOR'S** tools, construction equipment, machinery and surplus materials. If the **CONTRACTOR** fails to clean up at the completion of the **WORK**, the **OWNER** may do so and the cost thereof shall be charged to the **CONTRACTOR**.

18. **WRITTEN NOTICE** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

19. The duties and obligations imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other,

THE CITY OF FAIRHOPE, ALABAMA

ATTEST :(to Mayor)

BY: TIMOTHY M. KANT
ITS: Mayor

BY: Lisa A. Hanks
ITS: City Clerk

ATTEST :(to Contractor)

(Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER:

NOTARY FOR THE CONTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority in and for said State and County, hereby certify that _____, as _____ respectively, of _____, whose name is signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope and LISA A. HANKS as City Clerk whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this ____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM VI

SCOPE OF WORK

Project No. 036-11

PROJECT No. STMTE-TE09 (978)

THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

5250 SQUARE YARDS OF CONCRETE SIDEWALK, 4" THICK
100 SQUARE YARDS OF CONCRETE DRIVEWAY, 6" THICK
600 CUBIC YARDS OF BORROW EXCAVATION

The following terms also apply:

1. All work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
3. CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
4. CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.
7. Written change proposals shall be provided to the project manager by the CONTRACTOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
8. All salvageable material remains property of the City of Fairhope, and to be delivered by CONTRACTOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL.

Project No.: STMTE-TE09 (978)

NOTICE OF AWARD

To: _____

PROJECT Description: **Sidewalk Improvements**
STMTE-TE09 (978)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2011 and Information for Bidders.

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

You are required by the Information to Bidders 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.

Dated this _____ day of _____, 2011.

City of Fairhope, Alabama

Owner

By

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

by _____,

this the _____ day of _____, 2011

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: Sidewalk Improvements,
STMTE-TE09 (978)

You are hereby notified to commence WORK in accordance with the Agreement dated, _____, 2011, on or before _____, 2011, and you are to complete the WORK within one hundred twenty (120) consecutive calendar days thereafter.

The date of completion of all WORK is therefore, _____, 2011.

City of Fairhope, Alabama
Owner

By _____

Title _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

by _____

this the _____ day of _____, 2011

By _____

Title _____

**CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS**

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.

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.

ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.com. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 5816
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138
[Uhttp://www.sos.state.al.us/index.aspx](http://www.sos.state.al.us/index.aspx)

The Foreign Corporation form is online at
[Uhttp://www.sos.state.al.us/download/bid1.cfm](http://www.sos.state.al.us/download/bid1.cfm)

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.

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.

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.

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
- c) Name and address of the chemical manufacturer, importer, or other responsible party

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

NON-DISCRIMINATION

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.

NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive

Contract / Agreement / Purchase Order between the parties.

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.

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.

PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable 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.

PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

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.

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.

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.

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.

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.

PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

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.

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.

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.

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.

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, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after the expiration of the Contract / Agreement / Purchase Order.

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.

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.

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.

TABULATION

Bid results are posted on The City of Fairhope's web site: [Uwww.co.fairhope.comU](http://www.co.fairhope.com). The awarded vendor will be sent a written notification via mail.

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.

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.

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.

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.

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.

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.

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.

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.

**SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS
PROJECT No. STMTE-TE09 (978)
CITY OF FAIRHOPE
BALDWIN COUNTY, ALABAMA**

The following articles are hereby made a part of these specifications as Special Provisions and, in case of conflict, are to be considered in descending order of precedence as follows:

SPECIAL PROVISIONNUMBER

Transportation Enhancement Projects, Administration	
STPTE-1	
Transportation Enhancement Projects, General	
STPTE-2	
Transportation Enhancement Projects, Bid Alternates	
STPTE-3	
Required Contract Provision for all Federal Aid Projects	
For Equal Employment Opportunity	08-0097
Form FHWA-1273	FHWA-1273
Traffic Control	08-0113
Topsoil	08-0120
Vegetation Establishment	08-0122
Clearing and Grubbing	08-0219
Insurance Requirements	9001
Concrete Sidewalk	9002
Concrete Driveways	9003
Wage Rate	

The following articles are hereby made a part of these specifications as Supplemental Specifications and are subjected to the modifications noted in the above-listed Special Provisions:

SUPPLEMENTAL SPECIFICATIONNUMBER

-None-

The above-listed Special Provisions and Supplemental Specifications are to be considered as having been prepared subsequent to the foregoing specifications and shall be considered, in all cases, to be supplementary and superior to them.

END OF SCOPE OF WORK

APPENDICES

Appendix A

Federal Aid Funded Projects

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.

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 1.1.1 of the 2008 Edition 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 1.1.1 of the 2008 Edition 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 ten (10) calendar days after notification by the Department of Intent to award, 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 1.1.1 of the 2008 Edition 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, 2008 Edition.

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.

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 or 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.

Appendix B

Transportation Enhancement Projects – Special Provisions

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: December 1, 1997

Special Provision No. STPTE-1

SUBJECT: Transportation Enhancement Projects, Administration

This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Highway Department", etc. shall be understood to mean the awarding authority for this project. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, committees, facilities, etc. of ALDOT, the "State", the "Highway Department", etc. shall be understood to mean the applicable person(s), facilities, etc. as designated by the awarding authority 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, procedures, and other TECHNICAL publications and documents, shall remain intact and in full effect for this project. Appropriate substitutions will be designated, as deemed necessary by the awarding authority, for references made therein to ALDOT, the "State", the "Highway Department", etc., and its representatives, facilities, etc., in a manner similar to that discussed in the above paragraph.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the awarding authority 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 awarding authority (such as the owner of a contractor's firm, etc.).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: December 1, 1997

Special Provision No. STPTE-2

SUBJECT: Transportation Enhancement Projects, General

Alabama Standard Specifications are hereby amended as follows:

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

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 owner, 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 facsimile, telegram, or certified mail. 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), COMPUTER DISKETTE BIDDING, in its entirety.

102.08 Combination Bids

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

(b) TRANSPORTATION ENHANCEMENT PROJECT

This project is a Federally funded Transportation Enhancement Project being let to contract by an awarding authority other than ALDOT. No combination bids will be accepted unless it is in combination with, and only with, another project being let at the same time by the same awarding authority.

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:

102.11 Withdrawal or Revision of Proposals

A bidder may withdraw or revise a proposal after it has been deposited with the awarding authority, provided the request for such is received by the awarding authority in writing, or by facsimile or telegram. Such requests must be received prior to the time set for opening of bids and 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 bids.

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 39-2-10(d), Code of Alabama 1975, as amended. 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.

103.05 Requirements of Contract Bonds

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

(b) LABOR, MATERIALS, SERVICES, INSURANCE, FEED STUFFS, OR SUPPLIES BOND.

In addition thereto, the bidder to whom the award is made shall, within the same 15 days, execute and file with the Director an acceptable surety bond payable to the State in an amount not less than 50 percent of the contract bid price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed stuffs, services, insurance, bond, or supplies for or in the prosecution of the work, and for the payment of reasonable attorneys fees, incurred by successful claimants or plaintiffs in suits on said bond.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: December 1, 1997

Special Provision No. STPTE-3

SUBJECT: Transportation Enhancement Projects, Bid Alternates

Alabama Standard Specifications are hereby amended as follows:

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.06 Preparation of Proposal

(b) DETAILS

This Subarticle shall be amended by deleting the second and third paragraphs as written and the following substituted in lieu thereof:

UNLESS OTHERWISE INDICATED in the proposal, where 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. IN ALL CASES, 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 none of the listed Alternates, then the owner shall make the selection of the Alternate. All items not having bid prices entered for the chosen Alternate will be considered to have been bid as "free".

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", as discussed in the preceding paragraph.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: July 8, 2008

Special Provision No. 08-0097

EFFECTIVE DATE: August 29, 2008

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

Alabama Standard Specifications, 2008 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 on-site 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 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 Contractor 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 60-4.2)

- (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

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		
Timetable	Trade	Goals %
Until Further		
Notice	All	6.9%

MINORITY		
Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties		
Timetable	Trade	Goals %
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		
Timetable	Trade	Goals %
Until Further		
Notice	All	20.9%

Area Covered – Tuscaloosa County		
Timetable	Trade	Goals %
Until Further		
Notice	All	20.6%

Area Covered – Russell County		
Timetable	Trade	Goals %
Until Further		
Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	26.4%

Area Covered – Calhoun County		
Timetable	Trade	Goals %
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		
Timetable	Trade	Goals %
Until Further		
Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	12.0%

Area Covered – Chambers & Lee Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties		
Timetable	Trade	Goals %
Until Further		
Notice	All	11.9%

Appendix C

Required Contract Provisions –
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	5
VI. Record of Materials, Supplies, and Labor	5
VII. Subletting or Assigning the Contract	5
VIII. Safety: Accident Prevention	6
IX. False Statements Concerning Highway Projects	6
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	6
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII. Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (Included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of other activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 assure 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SH&A 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 minority and women 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 qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SH&A.

8. **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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SH&A personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SH&A and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractor will submit an annual report to the SH&A

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-1301. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

II. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,500 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conforming under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1499) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) or behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SIVA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly rate equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted in the contractor as to the entire work force under the registered program. Any employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.I. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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 promising 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 journeyman shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL, withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 for 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DCI, withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof (the types described in Section 13622(b) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 2b, has found 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 13622(b) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and rates and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 229-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 rebates, 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The fabrication of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 321.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DCI, 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 SHA, the FHWA, the DCI, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a lump sum or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 7b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 (supervisor, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be subcontracted or otherwise disposed of except with the written consent of the SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (29 CFR 835). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA 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 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. 333).

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. 333).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability of 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, the following notice shall be posted on each Federal-aid highway project (23 CFR 838) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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. 350), as amended and supplemented;

shall be fined not more than \$10,000 or imprisoned not more than 3 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 90-502), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 306 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DISBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 20)

a. By signing and submitting this proposal, the prospective primary 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 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 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 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 or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary 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," "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 rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. 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.

g. 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 Transaction," 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.

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 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 portion of the "List of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

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

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

b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. 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.

2. Instructions for Certification-Lower Tier Covered Transactions

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 48 CFR 25)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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 the 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.

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 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.

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 Covered Transactions:

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 participation in this transaction 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

(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-L.L.L., "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 his or her bid or proposal that he or she 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 PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

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 specialty 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 he 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, he 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 1 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 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.

Appendix D

Alabama Department of Transportation Specifications

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: May 29, 2008

Special Provision No. 08-0113

EFFECTIVE DATE: August 1, 2008

SUBJECT: Traffic Control.

Alabama Standard Specifications, 2008 Edition, SECTION 740 shall be revised as follows:

SECTION 740

TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) GENERAL.

This Subarticle (740.03(a)) shall be replaced by the following:

(a) TRAFFIC CONTROL PERSONNEL, DEVICES, EQUIPMENT AND TRAINING.

1. CONTRACTOR'S EMPLOYEES RESPONSIBLE FOR TRAFFIC CONTROL.

The Contractor shall assign an employee to have the primary responsibility and sufficient authority for the implementation and maintenance of traffic control operations. This employee shall have the responsibility of making modifications to the traffic control that may be necessary because of changing circumstances during construction. The Contractor shall also assign an employee to be available during non-work hours to respond to calls involving the maintenance of traffic control devices. The Contractor shall provide the Department with the contact information in writing for these employees at the preconstruction conference. The Contractor shall also notify the local law enforcement agency in writing with a copy to the Project Engineer of the contact information for these employees.

2. INSTALLATION OF TRAFFIC CONTROL DEVICES AND EQUIPMENT.

All traffic control devices necessary for the first stage of construction shall be properly placed and in operation before any construction is allowed to start. When work of a progressive nature is involved, such as resurfacing a road under traffic, the necessary signs shall be moved concurrently with the advancing operation.

All construction signs shall be erected in a workmanlike manner such that all supports are vertical, sign panels generally perpendicular to the travelway and legends horizontal so that they effectively convey the intended message. These signs shall be mounted on stationary or temporary supports as directed by the Engineer and dependent on the type work being performed. In general work being performed at spot locations and of short duration will necessitate the use of temporary supports properly ballasted for stability. If the construction signs are not to be lighted, the supports shall not extend above the top edge of the sign panel.

The location, legends, sheeting, dimensions, spacing of supports, and horizontal and vertical placement with respect to the pavement of warning signs, barricades and other traffic control devices shall be as required by plan details, MUTCD and as directed or approved by the Engineer. The Contractor must advise and have the approval of the Engineer prior to installing or removing traffic control devices from the project.

3. MOVING AND COVERING TRAFFIC CONTROL SIGNS AND OTHER DEVICES WHILE NOT IN USE.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: February 4, 2011

Special Provision No. 08-0120(4)

EFFECTIVE DATE: May 1, 2011

SUBJECT: Topsoil.

Alabama Standard Specifications, 2008 Edition, shall be amended by modifying Section 210 and replacing Section 650 as follows:

SECTION 210 EXCAVATION AND EMBANKMENT

210.03 Construction Requirements.

(b) ROADWAY EXCAVATION.

2. REMOVAL OF TOPSOIL.

This Item (210.03(b)2.) shall be replaced by the following:

2. REMOVAL OF TOPSOIL.

Topsoil within the construction limits shall be removed in the areas and to the depth as directed by the Engineer. Topsoil may include sod, but not tall vegetation or other debris, and shall be kept free from subsoil. It shall be stockpiled in approved locations with each stockpile not less than 4 feet [1.2 m] high, and containing not less than 200 hundred cubic yards [150 m³]. Each stockpile shall be shaped as necessary to permit accurate cross sections. The work of removal and stockpiling of topsoil will be paid for as Unclassified Excavation.

Temporary or permanent seeding, mulching and other erosion control measures shall be applied as directed by the Engineer and will be paid for under the appropriate items of work.

SECTION 650 TOPSOIL

650.01 Description.

This Section shall cover the work of furnishing and placing topsoil and the placement of State furnished topsoil from stockpiles.

650.02 Materials.

(a) REQUIRED PROPERTIES OF TOPSOIL.

Topsoil furnished or stockpiled by the Contractor shall meet the requirements given in ASTM D 5268 "Standard Specification for Topsoil for Landscape Purposes". The composition of the topsoil shall be as follows (from ASTM D 5268):

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: July 14, 2011

Special Provision No. 08-0122(5)

EFFECTIVE DATE: September 1, 2011

SUBJECT: Vegetation Establishment.

Alabama Standard Specifications, 2008 Edition, shall be amended by deleting Section 651, replacing Section 652, replacing Section 654 and revising Section 860 as follows:

SECTION 651 GROUND PREPARATION FOR PLANTING VEGETATIVE COVER

This Section shall be deleted from the Standard Specifications.

SECTION 652 GROUND PREPARATION, VEGETATION ESTABLISHMENT AND MOWING

652.01 Description.

This Section shall cover ground preparation work and the work of establishing an acceptable permanent stand of vegetation of the species designated for establishment. This section also covers mowing of vegetated areas.

652.02 Materials.

Materials (seed mixes, mulch, fertilizer, etc.) shall be furnished in compliance with the requirements given in Section 860.

652.03 Construction Requirements.

(a) CONSTRUCTION SEQUENCE.

The required sequence and timing of the placement of permanent seeding during excavation and embankment construction is given in Article 210.03. The Engineer may direct, even to the exclusion of other operations, that the Contractor promptly complete grading and ground preparation to allow the establishment of permanent vegetation in areas where it is necessary for the control of erosion and sediment.

(b) SEED MIXES FOR THE ESTABLISHMENT OF PERMANENT VEGETATION.

The appropriate seed mix shall be chosen from tables in Section 860. The appropriate seed mix is based on planting zone, planting date, and type of area to be seeded. Seed mixes of a temporary nature are required in some areas of the State when permanent seed mixes are out of season. These mixes are shown in Section 860 as requiring seeding in stubble for the establishment of the required permanent plant.

(c) INSPECTION.

The Contractor shall notify the Project Engineer at least 48 hours in advance of any work related to seeding. This includes the mixing of seed as well as the sowing of seed. The Contractor shall notify the Engineer of the proposed type of seed mix or mixes to be incorporated into the project prior to beginning seeding operations. Seeding work shall not begin prior to the measurement of the area to be seeded. All work shall be performed in the presence of the Engineer.

(d) PREPARATION AND PLANTING IN SOFT SOIL.**1. GROUND PREPARATION.**

After grading and topsoil placement and prior to ground preparation, the Contractor shall remove all boulders, stumps, roots, or other objects with any dimension larger than 2 inches [50 mm]. Topsoil shall meet the requirements given in Section 650.

Ground preparation shall consist of cultivating the topsoil to a loose depth of at least 4 inches [100 mm] except on slopes 2:1 or steeper. The plowing, harrowing, cultivating, and all other operations shall be performed with proper equipment and in such a manner as to break up all clods.

The ground shall be plowed to the required depth and then cultivated with a rotary tiller or disk harrow, in crossing directions if necessary, until the result is a smooth, uniform, loose, and well broken soil providing a suitable bed for seed. In small or inaccessible areas the use of hand tools will be permitted. The Contractor shall add water as necessary to provide sufficient soil moisture to prepare the ground.

All trash and other debris shall be removed from the cultivated topsoil. All pieces of wood, rocks and unbroken clumps of earth with any dimension larger than 2 inches [50 mm] shall be removed from the planting area.

2. INITIAL SOIL AMENDMENTS.

The initial fertilization shall be a commercial fertilizer that will provide at least 120 pounds [135 kg] of N, 120 pounds [135 kg] of P_2O_5 , and 120 pounds [135 kg] of K_2O per acre [hectare], as computed from the nominal contents of fertilizer elements. Only one half of this rate shall be applied when the required seeding is Annual Ryegrass. Agricultural limestone (lime) shall be applied prior to seeding at a rate of two tons per acre [4.5 metric tons per hectare]. Lime may be applied in dry, pelletized or slurry form. The rate of application is required regardless of the form of application.

The required rates of placement of fertilizer and lime may increase as directed by the Engineer based on the results of the testing of the Topsoil from Stockpiles as described in Article 650.02. Additional fertilizer and lime for Topsoil from Stockpiles will be paid for separately in accordance with the requirements given in Article 652.05. Reductions in rates will result in a price adjustment for seeding.

Fertilizers and agricultural limestone (lime) shall be applied uniformly at the required rates of placement. The fertilizer shall be well pulverized and free of lumps when applied. In no case shall fertilizer that is not mixed with soil be permitted to be in direct contact with seed. When fertilizers are applied hydraulically they shall be diluted sufficiently so that no damage is done to either seed or established vegetation. Agricultural limestone, basic slag or a combination of limestone and slag shall be applied separately but may be incorporated into the soil with fertilizers in one operation.

Fertilizer and agricultural limestone that is not applied hydraulically shall be uniformly mixed with the soil by harrows, rotary tillers, or other soil mixing equipment prior to subsequent operations. Mixing with the soil will not be required when the fertilizer and agricultural limestone is applied hydraulically.

3. SOWING SEED.

Mechanical or hydraulic seeders shall be used for sowing unless approved otherwise by the Engineer.

Sowing shall not be performed during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet or otherwise in a non-tillable condition. The addition of water may be required to render excessively dry soils tillable.

Equipment for applying seed hydraulically shall be designed for this purpose. The equipment shall be capable of mixing and pumping the water, seed mixture, mulch and fertilizer uniformly over the area to be seeded. Power driven agitators shall be provided to keep the mixture uniform during the application.

4. COVERING SEED.

Care shall be exercised during covering operations to preserve the line, grade and cross-section of the seeded areas so that areas adjacent to pavement, walks, etc., are not left higher than the paved surface. The seed bed shall be compacted immediately after sowing. Compaction shall be done with a cultipacker, light roller or approved drag. The weight [mass] of the roller or drag needed shall be determined by the Contractor according to the type and physical condition of the soil. Rolling or covering of seed may be omitted when both seeding and mulching are hydraulically applied.

5. MULCHING.

Mulching shall be applied in accordance with the requirements given in Section 656. Seeded areas shall be covered with mulch within 48 hours after seeding. Mulching will be measured and paid for separately under Section 656.

6. SOIL AMENDMENTS AFTER GROWTH.

After the required plant species have emerged and shown normal growth (usually approximately 40 days) and while the soil surface is moist, a second application of fertilizer shall be made. This second application shall be placed as a uniformly applied top dressing of 40 pounds [45kg] each of N, P₂O₅, and K₂O per acre [hectare], respectively or equivalent approved by the Engineer.

This application of fertilizer will not be required for temporary planting (Annual Ryegrass).

(e) PREPARATION AND PLANTING IN ROCKY OR HARDPAN AREAS.

1. CONDITIONS FOR PLANTING IN ROCKY AREAS.

The requirements for planting in rocky or hardpan areas shall apply when the Engineer determines that the area is too rocky or compacted for plowing, disking, and harrowing, but is sufficiently soft or shaley to permit some form of treatment.

2. INITIAL SOIL AMENDMENTS.

One half of the fertilizer and all of the lime required for the initial fertilization of soft soil shall be applied before the initial scarification.

3. INITIAL SCARIFICATION.

The fertilizer and lime shall be worked into the rocky or hardpan area by an initial scarification as directed by the Engineer.

4. COVERAGE WITH TOPSOIL.

Approximately 4 inches [100 mm] of topsoil shall be placed over the scarified and fertilized rocky or hardpan area.

5. SOIL AMENDMENTS AFTER PLACEMENT OF TOPSOIL.

The second half of the fertilizer required for the initial fertilization of soft soil shall be applied after the placement of the topsoil.

6. SOWING, COVERING, MULCHING AND FERTILIZING AFTER GROWTH.

The sowing of the seeds, covering of the seeds, mulching, and fertilization after growth of the seeds shall be in accordance with the requirements given for this work in soft soil.

(f) PREPARATION AND PLANTING ON STEEP SLOPES (2H:1V or STEEPER).

1. GROUND PREPARATION.

Planting operations may proceed without further ground preparation after topsoil spreading and tracking if the planting can be accomplished within 72 hours after the tracking operations. Tracking is the mechanical roughening of the slope surface. Tracking shall be accomplished by the movement upslope and downslope (not along the slope) of heavy equipment that operates on tracks.

2. INITIAL SOIL AMENDMENTS.

One half of the fertilizer and all of the lime required for the initial fertilization of soft soil shall be applied hydraulically.

3. SOWING.

The sowing of seeds shall be in accordance with the requirements given for this work in soft soil with the exception that hydraulic seed application is required.

4. MULCHING.

Mulching shall be applied in accordance with the requirements given in Section 656. Seeded areas shall be covered with mulch within 48 hours after seeding. Mulching will be measured and paid for separately in accordance with the requirements given in Section 656.

5. SECOND APPLICATION OF FERTILIZER AFTER MULCHING.

Half of the fertilizer required for the initial fertilization of soft soil shall be applied hydraulically approximately 40 calendar days after mulching.

6. THIRD APPLICATION OF FERTILIZER.

A third application of fertilizer shall be made approximately 40 calendar days after the second application of fertilizer. This application shall be placed hydraulically as a uniformly applied top dressing of 500 pounds (560 kg) of 8-8-8 fertilizer per acre [hectare] or equivalent approved by the Engineer.

(g) SEEDING IN STUBBLE.

The seeding in stubble method of planting shall be used to establish permanent species when initial vegetation establishment occurs during a season that is not optimal for the permanent planting. Dates for seeding in stubble are designated in the seed mix tables in Section 860.

This method requires that the existing vegetation be mowed to a height of approximately 3 inches [75 mm] or sprayed with an approved herbicide, or both, to retard further growth. The area shall then be lightly scarified by disking or other approved method to prepare a suitable seedbed. The initial fertilization, sowing of the seeds, covering of the seeds, and fertilization after growth of the seeds shall be in accordance with the requirements given for this work in soft soil. Additional agricultural lime application will not be required for seeding in stubble. Mulch may be applied to bare areas if requested by the Contractor and approved by the Engineer. Mulch shall be furnished and paid for in accordance with the requirements given in Section 656.

(h) ESTABLISHMENT AND ACCEPTANCE.

All work shall be conducted in accordance with the requirements given in Section 665 as well as the requirements given in this Section.

The Contractor shall provide plant establishment of the required species of permanent vegetation prior to final acceptance of the project. Plant establishment shall consist of preserving, protecting, reseeding, or replanting and other such work and at such time as may be necessary to keep the vegetated areas in a satisfactory condition. All of the above work shall be performed without additional compensation, unless otherwise specified.

The acceptance of designated seeded areas will be based upon verification of a satisfactory stand of vegetative cover in the season for each species required for establishment. If a satisfactory stand of desired vegetation is not established, the area shall be re-seeded after appropriate soil preparation and re-established without additional cost to the Department.

A satisfactory stand of vegetative cover shall be defined as a cover of living plants, after true leaves are formed, of the required seed species designated for establishment. Generally an 80% coverage will be considered acceptable. Should the Contractor protest the determination of satisfactory stand based on visual analysis, a random sampling of 5 samples per acre [0.4 ha] using a square yard [meter] template may be executed to determine the percent coverage. There should be no areas void of the required species larger than 4 square feet [0.4 square meter]. Payment for seeding, fertilizer, and agricultural limestone and mulch will be made in full upon satisfactory application. Payment for additional fertilizer and agricultural limestone will be made in accordance with the requirements given in Article 652.05. Payment for seeding may be withdrawn for areas where vegetative cover is not established or not satisfactorily maintained and fertilized after establishment.

Every effort should be made to establish vegetation of permanent species in accordance with the seasonal requirements shown for each species in Section 860. Areas where the season and required seed mix cause the method of seeding in stubble to be necessary for the establishment of a permanent plant will not be considered acceptable until vegetation of a permanent species is satisfactorily established. The project will not be accepted for maintenance prior to acceptable establishment of vegetation after seeding in stubble.

Payment will not be made for areas of unsatisfactory stands of vegetative cover, the repair of areas damaged by the Contractor, or for the repair of washes in areas where sufficient erosion control measures are available to the Contractor.

Requests from the Contractor for payment for areas of unsatisfactory stands of vegetative cover will not be considered by the Construction Engineer without the submittal of documentation of absolute adherence to the requirements for the application of topsoil and for the establishment of the vegetation.

(i) MOWING.

The Contractor shall mow all seeded areas of medians, shoulders and front slopes as directed or permitted by the Engineer. The Contractor shall mow when the vegetation becomes a hazard to motorists and as necessary to promote growth of the required permanent plant. Mowing shall be

performed in a manner that will not cause unnecessary damage to desirable vegetation. Mowing of lespedezas and tall fescue shall not be done until after these plants have produced mature seed.

Mowing shall generally be done twice each year as directed or permitted by the Engineer and when vegetation has grown to a height of 16 inches. If the project is being considered for acceptance for maintenance by the Department and has been mowed within the last 2 months, additional mowing will not be required.

The Contractor shall mow, cut and trim as close as practicable to all fixed objects, exercising extreme care not to damage trees, plants, shrubs, delineators and other appurtenances. Damage to trees, plants, shrubs, delineators or other appurtenances shall be repaired or replaced immediately by the Contractor at no cost to the Department. The Engineer will determine if the damage must be corrected by repair or replacement.

652.04 Method of Measurement.

(a) SEEDING.

Seeding will be measured in acres [hectares] parallel to the seeded surface regardless of the method of establishment.

(b) MOWING.

Mowing will be measured in acres [hectares] parallel to the mowed surface. Each separate mowing of the same location will be measured separately.

652.05 Basis of Payment.

(a) UNIT PRICE COVERAGE.

Seeding will be paid for at the contract unit price per acre [hectare] which shall be full compensation for all ground preparation, furnishing, preparing, soil amendments (fertilizer and lime), seeds, including water needed in mixing, planting, establishing, and maintaining of the seeded areas until final acceptance, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. Additional fertilizer or agricultural limestone ordered by the Engineer will be paid at the verified invoice price plus 15 percent. The seeding item will be used for payment for establishing vegetation regardless of the methods used for planting and establishment. Vegetation established outside of the normal planting season (annual ryegrass) will be paid for at the contract price for seeding. Vegetation established by seeding in stubble will also be paid for at the contract unit price for seeding.

All mowing, cutting and trimming, including mowing required for seeding in stubble will be paid for at the contract unit price bid per acre [hectare] which shall be payment in full for the mowing including equipment, labor, and incidentals necessary to complete this item of work. The contract unit price shall also be for mowing required when the vegetation becomes a hazard to motorists and as necessary to promote growth of the required permanent vegetation.

(b) PAYMENT WILL BE MADE UNDER ITEM NO.:

652-A Seeding - per acre [hectare]

652-C Mowing - per acre [hectare]

SECTION 654 SOLID SODDING

654.01 Description.

This Section shall cover the work of furnishing solid grass sodding in designated locations throughout the construction limits of the work. Basic work consists of ground preparation, furnishing and placing required soil amendments, and furnishing and installing sod and maintenance of the sod including watering of the sod for the life of the contract.

654.02 Materials.

All materials shall conform to the appropriate requirements of Section 860.

654.03 Construction Requirements.

Areas to receive sod shall be prepared in accordance with the requirements for planting vegetation in soft soil given in Section 652. The requirements for ground preparation and the

application of initial and final amendments to the soil shall apply to this work. The sod shall be placed on the prepared and amended soil with no gaps between the individual sod pieces or rolls. The entire sodded area shall be rolled with a weighted roller to set each piece of sod into the topsoil. Staking or stapling of sod is required on slopes 3:1 or steeper and all channel applications and shall be done without additional compensation. When required by the plans, Mulch Control Netting shall be applied in accordance with Section 656 and shall be a subsidiary obligation.

The Contractor shall water, fill washes, and otherwise protect and maintain all sodded areas until the contract is accepted for maintenance or until the bond is released if a bond was required. Payment will not be made for areas of unsatisfactory stands of vegetative cover, the repair of areas damaged by the Contractor, or for the repair of washes in areas where sufficient erosion control measures are available to the Contractor. Requests from the Contractor for payment for areas of unsatisfactory sod will not be considered without the submittal of documentation of absolute adherence to the requirements for the establishment of the solid sodding.

The requirements given in Section 652 shall apply to the determination of a satisfactory installation of solid sod except that a 95 % living coverage will be required.

654.04 Method of Measurement.

Solid Sodding will be measured in square yards [square meters] from measurements made parallel to the surface of the area covered by the sod.

654.05 Basis of Payment.

(a) UNIT PRICE COVERAGE.

Solid Sodding will be paid for at the contract unit price, which price shall be full compensation for furnishing the sod, ground preparation, planting, soil amendments, rolling, watering, and maintaining the sod until acceptance of the contract, and for all other materials, equipment, tools, and labor necessary to complete the work. Additional fertilizer or agricultural limestone ordered by the Engineer will be paid at the verified invoice price plus 15 percent.

(b) PAYMENT WILL BE MADE UNDER ITEM NO.:

654-A Solid Sodding - per square yard [square meter]

SECTION 860 ROADSIDE IMPROVEMENT MATERIALS

860.01 Seed.

This Article (860.01) shall be replaced by the following:

860.01 Seed.

(a) PURE SEEDINGS.

1. TESTING AND CERTIFICATION.

Seeds shall be certified by an Official Seed Certifying Agency. Seeds shall have been tested within nine months prior to use. Each kind of seed shall be separately packed and delivered to the project in a seed-tight bag. Each bag shall bear a tag or label bearing the seal of the Official Seed Certifying Agency.

The analysis of the seed (% pure seed, % germination, date tested, etc.) shall be attached to each bag. Seed shall be at least 95 % pure seed of the required type. Seed for lespedezas shall have a minimum germination rate of 80 %. Seed for all other species shall have a minimum germination rate of 85 %.

2. SAMPLING AND VERIFICATION TESTING.

Samples of seeds may be taken at any time by the Engineer. Tags or labels that have the analysis of the seeds will be placed with the samples taken by the Engineer. The samples will be stored by the Engineer until a satisfactory stand of grass is obtained. If it is apparent that germination or other problems exist in the establishment of the ground cover, the samples will be submitted to the Alabama Department of Agriculture for testing.

3. HULLED AND SCARIFIED SEEDS.

Bermudagrass may be either hulled or unhulled as shown in the table of seed mixes.

Sericea Lespedeza shall be hulled and scarified.

Annual Lespedeza (Kobe), White Dutch Clover, and Reseeding Crimson Clover shall be hulled.

4. COATED SEEDS.

Coated seeds will not be accepted for planting unless noted otherwise on the plans.

(b) SEED MIXES DESIGNATED FOR AREAS OF FREQUENT MOWING.

Some seed mixes are designated for "AREAS SUBJECT TO FREQUENT MOWING". Areas subject to frequent mowing are roadway shoulders, medians and front slopes flatter than 3:1 extending 60 feet beyond the edge of pavement or to the toe of the front slope whichever is less. All other areas designated for seeding shall be considered to be "AREAS NOT SUBJECT TO FREQUENT MOWING".

(c) PLANTING ZONES.

The State of Alabama is divided into three planting zones as shown in the following table:

ZONE 1		ZONE 2		ZONE 3	
Blount	Lauderdale	Autauga	Marengo	Baldwin	Monroe
Calhoun	Lawrence	Bibb	Montgomery	Barbour	Pike
Cherokee	Limestone	Bullock	Perry	Butler	Washington
Clay	Madison	Chambers	Pickens	Clarke	
Cleburne	Marion	Chilton	Russell	Coffee	
Colbert	Marshall	Choctaw	Sumter	Conecuh	
Cullman	Morgan	Coosa	Tallapoosa	Covington	
DeKalb	Randolph	Dallas	Tuscaloosa	Crenshaw	
Etowah	Shelby	Elmore	Wilcox	Dale	
Fayette	St. Clair	Greene		Escambia	
Franklin	Talladega	Hale		Geneva	
Jackson	Walker	Lee		Henry	
Jefferson	Winston	Lowndes		Houston	
Lamar		Macon		Mobile	

(d) SEED MIXES.

Seed mixes shall be mixtures of the types of seeds shown in the following tables. The required weight shown in the chart is the actual seed weight as delivered and takes into account the minimum required percentage of pure seeds and minimum required germination rates.

ZONE 1 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED			
Date of Planting	Aug. 16 to Feb. 29	Mar. 1 to May 15	May 16 to August 15
Annual Ryegrass	10 [11]	25 [28]	
Hulled Bermudagrass			18 [20]
Unhulled Bermudagrass	30 [34]		12 [13]
Annual Lespedeza (Kobe)			38 [43]
White Dutch Clover	5 [6]		6 [7]
Notes	1	2	
Required Permanent Plant	Bermudagrass		
1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet [3 m] from the edge of mainline pavement. (This is usually required for short duration work that is done on pavement resurfacing projects.)			
2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet [3 m] from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.			

ZONE 1 - AREAS NOT SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED				
Date of Planting	Jan. 1 to Feb. 29	Mar. 1 to August 15	Aug. 16 to Nov. 15	Nov. 16 to Dec. 31
Annual Ryegrass	15 [17]			15 [17]
Hulled Bermudagrass		18 [20]		
Unhulled Bermudagrass	35 [39]	12 [13]	18 [20]	35 [39]
Tall Fescue	35 [39]	35 [39]	35 [39]	35 [39]
Weeping Lovegrass		2 [2]		
Hulled Sericea Lespedeza		38 [43]	38 [43]	
Unhulled Sericea Lespedeza	38 [43]			38 [43]
Reseeding Crimson Clover			29 [33]	
Required Permanent Plant	Mixed			

ZONE 2 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED			
Date of Planting	Aug. 16 to Feb. 29	Mar. 1 to Apr. 15	Apr. 16 to Aug. 15
Annual Ryegrass	10 [11]	25 [28]	
Hulled Bermudagrass		18 [20]	24 [27]
Unhulled Bermudagrass	30 [34]	12 [13]	
Annual Lespedeza (Kobe)			38 [43]
White Dutch Clover	5 [6]	6 [7]	
Notes	1	2	
Required Permanent Plant	Bermudagrass		

1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet [3 m] from the edge of mainline pavement. (This is usually required for short duration work that is done on pavement resurfacing projects.)

2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet [3 m] from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.

ZONE 2 - AREAS NOT SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED				
Date of Planting	Jan. 1 to Feb. 15	Feb. 16 to Aug. 31	Sept. 1 to Nov. 15	Nov. 16 to Dec. 31
Annual Ryegrass	10 [11]	5 [6]	10 [11]	10 [11]
Hulled Bermudagrass		18 [20]	12 [13]	
Unhulled Bermudagrass	24 [27]	12 [13]	12 [13]	24 [27]
Tall Fescue	29 [33]		35 [39]	29 [33]
Weeping Lovegrass		2 [2]	2 [2]	
Annual Lespedeza (Kobe)		50 [56]		
Reseeding Crimson Clover	29 [33]		29 [33]	29 [33]
Pensacola Bahia Grass	29 [33]	29 [33]	29 [33]	29 [33]
Required Permanent Plant	Mixed			

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED				
Date of Planting	Sept. 1 to Feb. 29		Mar. 1 to Aug. 31	Mar. 1. to Aug. 31
Annual Ryegrass	10 (11)	25 (28)		
Hulled Bermudagrass			18 (20)	
Unhulled Bermudagrass	30 (34)		12 (13)	12 (13)
Annual Lespedeza (Kobe)			38 (43)	24 (27)
Pensacola Bahia Grass				47 (53)
Reseeding Crimson Clover	5 (6)			
Notes	1	2	3	3
Required Permanent Plant	Bermudagrass			Pensacola Bahia Grass

1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet [3 m] from the edge of mainline pavement. (This is usually required for short duration work that is done on pavement resurfacing projects.)

2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet [3 m] from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.

3. Bermudagrass will be required as the permanent plant if it is not shown on the plans that Pensacola Bahia Grass will be required as the permanent plant.

ZONE 3 - AREAS NOT SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE [KILOGRAMS PER HECTARE] OF PURE LIVE SEED				
Date of Planting	Jan. 1 to Feb. 15	Feb. 16 to Aug. 31	Sept. 1 to Nov. 30	Dec. 1 to Dec. 31
Annual Ryegrass	10 (11)		10 (11)	10 (11)
Hulled Bermudagrass		12 (13)	12 (13)	
Unhulled Bermudagrass	29 (33)	18 (20)	12 (13)	29 (33)
Tall Fescue	29 (33)		35 (39)	29 (33)
Weeping Lovegrass		2 (2)	2 (2)	
Annual Lespedeza (Kobe)		50 (56)		
Reseeding Crimson Clover	29 (33)		29 (33)	29 (33)
Pensacola Bahiagrass	29 (33)	24 (27)	29 (33)	29 (33)
Required Permanent Plant	Mixed			

860.05 Solid Sod.

This Article (860.05) shall be replaced by the following:

860.05 Solid Sod.**(a) GENERAL.**

Solid sod shall be obtained from sources of the Contractor's selection meeting with the approval of the Engineer. The Contractor, without extra compensation, shall furnish such material and construct and maintain hauling roads necessary for obtaining the material.

The sod shall be of common Tiflawn Bermudagrass, Centipede, Myers Zoysia, Zoysia Matrella, or other approved types of native or adaptable grasses, suitable for growing in the locality of the work.

(b) PROCURING AND HANDLING SOD.**1. GENERAL.**

All sod shall be procured from areas where the soil is fertile and contains a high percentage of loamy topsoil and where the grass is well rooted and full grown and from areas that have

been grazed or mowed sufficiently to form a dense turf. (Approximately 2 inches [50 mm] in height at the time of lifting). The soil shall be free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth. Solid sodding shall be living or seasonally dormant during the cold or dry season and have an established root system capable of continued growth. Solid sodding grown with a geotextile backing is acceptable for use at the Contractor's option with no additional compensation. Solid sodding used in channel applications shall be rolled sod.

2. HARVESTING.

Mechanical devices, such as sod cutters, may be used for cutting the sod into strips, blocks or rolls at least 12 inches [300 mm] wide, except when sod strips are specified, then they shall be at least 3 inches [75 mm] wide. Depth of sod cutting shall be such that approximately 3/4 of an inch [19 mm] of soil is removed with the turf. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling, and planting.

3. HANDLING.

Sections of sod shall be cut away below the root line and shall be lifted and loaded in such a manner that no tearing or breaking will occur, and unloaded by hand or approved mechanical method. Dumping from vehicles will not be permitted. All broken or dried sod shall be rejected and removed from the job.

4. CONTROL.

The sod shall, in general, be transplanted within three days from the time it is harvested. However, if held in temporary storage, the sod shall be spread in a shady location with the grass side up. The sod shall be sprinkled with water when and as directed. If required, it shall be covered with moist burlap, straw, or other acceptable material. Any sod permitted by the Contractor to dry out may be rejected whenever, in the judgment of the Engineer, its survival, after placing, shall have been rendered doubtful and no payment for such sod shall be made.

In no event shall more than 10 days elapse between the cutting and planting of the sod.

Prior to permitting sod planting, the Engineer will inspect the sod stacks for retention of native soil. Such may be accomplished by measuring the stack height and determining the average layer thickness (3/4 of an inch [19 mm] minimum).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: August 25, 2008

Special Provision No. 08-0219

EFFECTIVE DATE: November 1, 2008

SUBJECT: Clearing and Grubbing.

Alabama Standard Specifications, 2008 Edition, SECTION 201 shall be revised as follows:

SECTION 201 CLEARING AND GRUBBING

201.03 Construction Requirements.

(b) WORK LIMITS.

This Subarticle (201.03(b)) shall be replaced by the following:

(b) WORK LIMITS.

The Engineer will designate the location and extent of right of way lines, easement lines and construction limits. Work limits may be designated by the Engineer within right of way lines, easement lines, and construction limits when limited work is required.

The Contractor shall not exceed the maximum limit established for the exposure of erodible material.

SPECIAL PROVISION NO. 9001 – INSURANCE REQUIREMENTS

1. INSURANCE

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

2. PROTECTION OF OWNER

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

SPECIAL PROVISION NO. 9002 - CONCRETE SIDEWALK

The Contractor shall construct concrete sidewalk at the locations shown on the plans in accordance with Section 618 of the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOTSSHC), Latest Edition. The sidewalks shall be constructed of concrete meeting the requirements for a Class A, Type 2 mix according to Section 501 of the ALDOTSSCH, Latest Edition, except that concrete engineered reinforcing fibers shall be used in the mix. The reinforcing fibers shall be applied at a rate of 1.5 pounds per cubic yard and shall consist of 100% virgin polypropylene, collated, fibrillated fibers from the Fibermesh Co., or approved equal. Only fibrillated fibers designed and manufactured specifically for use in concrete from 100% virgin polypropylene and so certified by the manufacturer shall be acceptable.

All excavation required to install the concrete sidewalks as shown on the plans and as directed by the Engineer shall be considered as incidental to the overall project and shall be included in the unit price bid for concrete sidewalk. Borrow fill material required to construct the sidewalks shall be paid for as borrow excavation.

SPECIAL PROVISION NO. 9003 – CONCRETE DRIVEWAYS

The Contractor shall construct concrete driveways at the locations shown on the plans in accordance with Section 618 of the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOTSSHC), Latest Edition. The driveways shall be constructed of concrete meeting the requirements for a Class A, Type 2 mix according to Section 501 of the ALDOTSSCH, 2002 Edition, except that concrete engineered reinforcing fibers shall be used in the mix. The reinforcing fibers shall be applied at a rate of 1.5 pounds per cubic yard and shall consist of 100% virgin polypropylene, collated, fibrillated fibers from the Fibermesh Co., or approved equal. Only fibrillated fibers designed and manufactured specifically for use in concrete from 100% virgin polypropylene and so certified by the manufacturer shall be acceptable.

All excavation required to install the concrete driveways as shown on the plans and as directed by the Engineer shall be considered as incidental to the overall project and shall be included in the unit price for concrete driveways.

Appendix E

State of Alabama DOT Wage Rates

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION

DATE: May 27, 2011

SPECIAL PROVISIONS NO.: 08-0100-5(4)

SUBJECT: Highway Construction Wage Rates in AUTAUGA, BALDWIN, DALE, ELMORE,
HOUSTON, LEE, MONTGOMERY & RUSSELL Counties.

HIGHWAY CONSTRUCTION PROJECTS (including 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).

Schedule of minimum wage rates contained in Wage Determination Decision No. AL20100007 dated
May 27, 2011, of the Secretary of Labor is hereby made a part of the Proposal Contract. Minimum wage
rates established under this decision are as follows:

<u>CLASSIFICATION</u>	<u>RATES</u>	<u>FRINGES</u>
CARPENTER	\$ 14.36	
CONCRETE FINISHER	13.56	
ELECTRICIAN	18.74	
IRONWORKER: Reinforcing	13.58	
LABORERS:		
Asphalt Raker	11.69	
Concrete	10.70	
Grade Checker	12.45	
Pipe layer	11.30	
Side Rail/Form Setter	12.16	
Traffic Control Specialist	12.03	
Unskilled	9.50	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	12.61	
Asphalt Paver	13.12	
Asphalt Spreader	14.18	

DATE: May 27, 2011

SPECIAL PROVISIONS NO.: 08-0100-5(4)

SUBJECT: Highway Construction Wage Rates in **AUTRUGA, BALDWIN, DALE, ELMORE, HOUSTON, LEE, MONTGOMERY & RUSSELL** counties.

WAGE DETERMINATION APPEALS PROCESS

- 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. 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, D.C. 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, D.C. 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.

DATE: May 27, 2011

SPECIAL PROVISIONS NO.: 08-0100-5(4)

SUBJECT: Highway Construction Wage Rates in **AUTAUGA, BALDWIN, DALE, ELMORE, HOUSTON, LEE, MONTGOMERY & RUSSELL** counties.

<u>CLASSIFICATION</u>	<u>RATES</u>	<u>FRINGES</u>
POWER EQUIPMENT OPERATORS (CONT'D.):		
Backhoe, Clamshell, Dragline, and Shovel	\$ 15.26	
Broom (Sweeper)	11.65	
Bulldozer	13.76	
Concrete Saw	14.15	
Crane & Derrick	21.74	
Front End Loader	13.28	
Mechanic	16.53	
Milling Machine	13.04	
Motor Grader and Motor Patrol	15.71	
Roller (self-propelled)	12.83	
Scraper	12.28	
Striping Machine	14.89	
Track-Hoe/Excavator	13.05	
Tractor and Loader (farm rubber tired)	11.70	
TRUCK DRIVERS:		
Multi-Rear Axle	12.41	
Single Rear Axle	11.11	

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

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

In the listing above, the "SU" designation means that the rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

DATE: May 27, 2011

SPECIAL PROVISIONS NO: 08-0100-5(4)

SUBJECT: Highway Construction Wage Rates in **ADYUGA, BALDWIN, DALE, ELMORE, HOUSTON, LEE, MONTGOMERY & RUSSELL** counties.

- 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 Ave., N.W.
Washington, D.C. 20210

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

END OF GENERAL DECISION

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:

<u>FEMALE</u>		
Area Covered – Statewide		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further		
Notice	All	6.0%

<u>MINORITY</u>		
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%