

**CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS
for
BID NO. 011-11
PROJECT NO. PW002-11
2011 Fairhope Paving Projects
for
City of Fairhope Public Works Department**

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor
Lonnie Mixon, Council President

Set Number _____

DATE BID POSTED: 05-04-11

DATE BID OPENED: 06-15-11

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ITEM I

ADVERTISEMENT FOR BIDS

Sealed bids 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. June 15, 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 011-11, 2011

Bid Name: 2011 FAIRHOPE PAVING PROJECTS

ONE HUNDRED TWENTY DAYS (120) working days are allowed for the construction of the project.

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: 251-929-0364, 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.

THERE WILL BE A MANDATORY PRE-BID MEETING ON WEDNESDAY MAY 18, 2011, AT 10:00 a.m. Public Services Building, 555 South Section St., Fairhope, Al 36632 All prospective bidders shall have a representative present at the Pre-bid Meeting. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

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 must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to The City of Fairhope, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars, shall be filed with the proposal, the Bidder's Bond being prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials.

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. In addition, the Contractor must furnish to the City of Fairhope at the time of the signing of the Contract a certificate of insurance coverage as provided in the specifications which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Fairhope, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the Contract.

Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street.

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.

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. A tabulation of the low bid received will be available for public viewing within one (1) week of the award of the bid by visiting the following web address: www.cofairhope.com.

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 05-04-2011

ITEM II

INVITATION AND INSTRUCTIONS TO VENDORS

1.00 BID INVITATION

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

1.01 PROJECT NAME: **2011 Fairhope Paving projects**

PROJECT LOCATION: As stated Project Scope and Specifications

PROJECT NUMBER: **PW002-11**

1.02 SUMMARY:

Surfacing and Resurfacing roads as detailed in the attached Scope of Work and Specifications.

1.03 DEADLINE FOR SUBMITTING BIDS

Bids will be received until 2:00 p.m. local time, WEDNESDAY, JUNE 16, 2011, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Direct questions to Dan Ames, Purchasing Manager, email: dan.ames@cofairhope.com, telephone number (251) 990-0199 office.

1.06 SITE EXAMINATION

MANDATORY Pre-bid conference to be held on site at 555 South Section St., at 10:00 AM on WEDNESDAY, MAY 18, 2011.

1.07 CITY OF FAIRHOPE CONTRIBUTION

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

1.08 LICENSING

Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to issuance of Notice To Proceed. Where required by State Law, State Contractor's license is required.

No bids will be considered unless the vendor, 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.

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

1.09 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.

1.10 PERFORMANCE ASSURANCE AND INSURANCE

The vendor 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 vendor shall also provide insurance as required in section 1.22.

1.11 DURATION OF OFFER

Bids may be withdrawn in written or telegraphic request received from vendor 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.

1.12 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, request for bids and projects.

1.13 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, dated and notarized. 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, CONTRACTOR'S NAME AND ADDRESS, CONTRACTOR'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, or **originals from the bonding and insurance agents**, 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. Vendors 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 vendor.

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 vendor 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.

1.14 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 vendor unopened.

1.15 CONTRACT TIME

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

1.16 CONSTRUCTION DOCUMENT IDENTIFICATION

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

Vendors 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.

1.17 INQUIRIES/ADDENDA

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:

251-929-0364, Seventy Two (72) hours prior to the bid opening or will be forever waived. 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 e-mail to all plan holders on records. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in sealed bid.

1.18 BID ACCEPTANCE

The bid with lowest total bid dollar amount from a responsive and responsible vendor 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.

1.19 VENDORS 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 bid prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting 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 vendor quoting. The City of Fairhope reserves the right to select all, part or any combination of parts of this bid for project execution. The City also reserves the right to reject all, part or any combination of parts of this bid...either one for the specific purpose of serving the best needs of its citizens.

1.20 ERRORS IN BIDS

Vendors, or their authorized agents are expected to examine all (if any) 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 vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

1.21 CONTRACT AND BOND

The vendor 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.

1.22 INSURANCE REQUIREMENTS

Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the CITY OF FAIRHOPE at limits and coverage specified herein. These limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for "large projects" are for those projects whose bids are greater than or equal to \$100,000. The requirements shown for "small projects" are for those with bids less than \$100,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and 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 of Fairhope for prior approval.

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

(a) Worker's Compensation and Employers Liability

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

Part Two: Employers Liability

	<u>Large Project</u>	<u>Small Project</u>
Each Accident	\$1,000,000	\$100,000
Each Employee	\$1,000,000	\$100,000
Policy Limit	\$1,000,000	\$500,000

- i. 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.
- ii. Maritime 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).

<u>Project</u>	<u>Large Project</u>	<u>Small</u>
Bodily injury by accident	\$1,000,000	
\$500,000 (Each Accident)		
Bodily injury by disease	\$1,000,000	
\$500,000 (Aggregate)		

(b) Commercial General Liability

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

	<u>Large Project</u>	<u>Small</u> <u>Project</u>
Each Occurrence	\$1,000,000	
\$300,000		
Personal and Advertising Injury	\$1,000,000	
\$300,000		
Products/Completed		

Operation Aggregate	\$2,000,000
\$300,000	
General Aggregate	\$2,000,000
\$300,000	

- Coverage to include
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage

- Products/Completed Operations to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad
- The contractor shall name the City of Fairhope, its employees and agents as additional insured for claims arising out of the Contractors and /or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due
- Liability insurance as required by this contract to provide cross-liability coverage
- Aggregate limits to be on a "per project" basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of the City of Fairhope, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$500,000 each accident for the “small project” and \$1,000,000 each accident for the “large project”. The policy shall name the City of Fairhope as an Additional Insured.

(d) Protection and Indemnity Insurance – Large Project – If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

(e) Environmental Insurance – Large Project – If the contract includes any work involving environmental issues (i.e., identification, remediation, disposal), the City of Fairhope to be named as Additional Insured.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

(f) Property Insurance – Large Project

Builders Risk – The contractor shall procure and maintain builder’s risk, or installation floater, covering the full replacement cost of the job. Any deductibles shall be paid by the contractor.

Coverage shall be written on the “special” (all risk) coverage form including theft. The form shall include, but not be limited to, the perils of fire, (with extended coverage) theft, vandalism, malicious mischief, collapse, windstorm and testing. Flood insurance required if work is located in a Flood Zone.

The coverage shall be written in the name of the contractor and the City of Fairhope and subcontractors involved in the project. Any loss payable shall be to the interest of the contractor and the City of Fairhope as their interest may appear.

The coverage shall be maintained until final payment has been made or the contractor no longer has an insurable interest in the property, whichever is later. Coverage shall not be impaired by the partial occupancy by the owner and the coverage shall be so endorsed.

Waiver of Subrogation

Policies specified in (a), (b), (f) and all other property policies of each contractor/subcontractor shall contain a Waiver of Subrogation Endorsement in favor of the City of Fairhope.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the City.

1.23 COLLUSION

If there is any reason for believing that collusion exists among the vendors quoting, 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.

1.24 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.

1.25 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 and/or the Engineer of Record may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

1.26 EXECUTION OF CONTRACT

The Contractor shall work directly with the City of Fairhope Project

Manager during the day to day execution of this contract, both of whom will work under the technical guidance of the City of Fairhope's Project Engineer of Record.

ITEM III
BID FORM

Date: _____
Bid No: 011-11
Project No.: **PW002-11**
Project Name: **2011 Fairhope Paving Projects**

The contractor agrees to complete all the work within ONE HUNDRED TWENTY CALENDAR DAYS(120) days from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

Base bid will include all labor, materials as not specified otherwise, 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 City of Fairhope retains the right to select all, parts or any combination of parts of this bid for project execution. The City also reserves the right to reject all, parts or any combination of parts of this bid....either one for the specific purpose of best serving the needs of the citizens.

BIDDERS ARE REQUIRED TO SUBMIT ITEMIZED PRODUCT QUANTITIES FOR EACH AND ALL BID PARTS. THE CITY OF FAIRHOPE WILL BE PURCHASING MATERIALS FOR THIS CONTRACT, AND WILL REQUIRE QUANTITIES FOR THIS PURPOSE.

The following shall be constructed in accordance with the technical specifications and/or Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, 2008 Edition.

- | | |
|--|----------|
| 1. BID PART "A" Total Bid Part "A" (<u>4-29 hot mix asphalt</u>) | \$ _____ |
| 2. BID PART "A" Total Bid Part "A" (<u>4-29 hot mix asphalt / itemized</u>) | \$ _____ |
| 3. BID PART "A" Price per square yard (<u>4-29 hot mix asphalt</u>) | \$ _____ |
| 4. BID PART "B" Total Bid Part "B" (<u>4-29 hot mix asphalt / rock</u>) | \$ _____ |
| 5. BID PART "B" Total Bid part "B" (<u>4-29 hot mix asphalt /rock/ itemized</u>) | \$ _____ |
| 6. BID PART "B" Price per square yard (<u>4-29 hot mix asphalt/rock</u>) | \$ _____ |
| 7. BID PART "B" Total Bid Part "B" (<u>porous asphalt /rock</u>) | \$ _____ |
| 8. BID PART "B" Total Bid Part "B" (<u>porous asphalt /rock/ Itemized</u>) | \$ _____ |
| 9. BID PART "B" Price per square yard (<u>porous asphalt/rock</u>) | \$ _____ |
| 10. BID PART "C" Total Bid Part "C" (<u>micro-surfaced</u>) | \$ _____ |
| 10a. BID PART "C" Total Bid Part "C" Alternate (<u>pavement rejuvenation</u>) | \$ _____ |
| 11. BID PART "C" Total Bid Part "C" (<u>micro-surfaced / itemized</u>) | \$ _____ |
| 12. BID PART "C" Price per square yard (<u>micro-surfaced</u>) | \$ _____ |

12a. BID PART "C"	Total Bid Part "C" Alternate (<u>pavement rejuv./ itemized</u>)	\$ _____
13. BID PART "C"	Price per square yard (<u>pavement rejuvenation</u>)	\$ _____
14. BID PART "D"	Total Bid Part "D" (<u>milled & overlaid</u>)	\$ _____
15. BID PART "D"	Total Bid Part "D" (<u>milled & overlaid / itemized</u>)	\$ _____
16. BID PART "D"	Price per square yard (<u>milled and overlaid</u>)	\$ _____
GRAND TOTAL	(#1 + #3 + #5 + #7 + 7a + #9 above)	\$ _____
GRAND TOTAL	(#2 + #4 + #6 + #8 + 8a + #10 above)	\$ _____

2. Bid Part "A" (4-29 hot mix asphalt / Itemized)

North Section St.	\$ _____
Deferriet Court	\$ _____
Summit Ave.	\$ _____
Morphy Ave.	\$ _____ (from Section St. to Summit Ave.)
Morphy Ave.	\$ _____ (from Greeno Rd. to Thompson Hall Rd.)
Morphy Ave.	\$ _____ (from Greeno to Young St.)
Druid Hill Dr.	\$ _____ (appx. 210 l.f.)
Country Woods Dr.	\$ _____ (Note: some milling required...see specs)
Lowry Drive	\$ _____
Hucknall Drive	\$ _____
Orange St. Pier Parking lot	\$ _____

5. Bid Part "B" (4-29 hot mix asphalt /rock /Itemized)

Gayfer Avenue(dirt portion)	\$ _____
Fels Avenue(dirt portion)	\$ _____
Miller Avenue(dirt portion)	\$ _____
North Mobile St.(dirt portion)	\$ _____
Pensacola Avenue(dirt portion)	\$ _____
Bishop Road	\$ _____ (South of Fairhope Airport)

North Beach Park road and circle @ fountain \$ _____ (@ Fairhope public beach)

Fairhope Avenue \$ _____

Church Street \$ _____ Note: went from micro to hot mix downtown area

Ingleside St. \$ _____

Alley behind the Colony Shop \$ _____

Bay Breeze Lane \$ _____ Note: was on micro list

Clubhouse Drive \$ _____ (from end of new paving @ Old Mill to Cedar Pointe)

Clubhouse Drive Cir.) \$ _____ (from end of new paving @ North Creek Cir. To Clubhouse Cir.)

Chestnut Ridge \$ _____

Cedar Pointe \$ _____

North Creek Circle \$ _____

Mockingbird Lane \$ _____

Sweetwater Lane \$ _____

Beaver Dam Road \$ _____

8. Bid Part "B" (Porous asphalt / rock/ itemized)

Gayfer Avenue(dirt portion) \$ _____

Fels Avenue (dirt portion) \$ _____

Miller Avenue (dirt portion) \$ _____

North Mobile(dirt portion) \$ _____

Pensacola Avenue(dirt portion) \$ _____

11. Bid Part "C" (micro-surfaced / itemized) 12a. Bid Part "C" Alternate (pavement rejuvenation/itemized)

Section Street. \$ _____ \$ _____

Bayou Dr. \$ _____ \$ _____

Bay Breeze Lane	\$ _____	\$ _____
Pecan Ave.	\$ _____	\$ _____
Horton Lane	\$ _____	\$ _____
Haver Lane	\$ _____	\$ _____
Pinecrest Lane	\$ _____	\$ _____
Orange Ave.	\$ _____	\$ _____
Fig Ave.	\$ _____	\$ _____
Pier Ave.	\$ _____	\$ _____
Kirkmann Lane	\$ _____	\$ _____
White Ave.	\$ _____	\$ _____
Nichols Ave.	\$ _____	\$ _____
Gaston Ave.	\$ _____	\$ _____
Fels Ave.	\$ _____	\$ _____
Short St.	\$ _____	\$ _____
Bayview St.	\$ _____	\$ _____
Liberty St.	\$ _____	\$ _____
Church St.	\$ _____	\$ _____
Ivy Circle	\$ _____	\$ _____
Boone Lane	\$ _____	\$ _____
Ann St.	\$ _____	\$ _____
Francilla Circle	\$ _____	\$ _____
Ridgewood Circle	\$ _____	\$ _____
Kumquat St.	\$ _____	\$ _____
Pomelo St.	\$ _____	\$ _____
Longleaf Circle.	\$ _____	\$ _____
Woodlands Blvd.	\$ _____	\$ _____
Pleasant Avenue	\$ _____	\$ _____
Hospital Dr.	\$ _____	\$ _____
Prospect Ave.	\$ _____	\$ _____
Michigan Ave.	\$ _____	\$ _____
Coleman Ave.	\$ _____	\$ _____

Grand Blvd.	\$ _____	\$ _____
Royal Lane	\$ _____	\$ _____
Idlewilde Blvd.	\$ _____	\$ _____
Conti Court	\$ _____	\$ _____
Orleans Drive	\$ _____	\$ _____
Quail Creek Drive	\$ _____	\$ _____
Lake Ridge Road	\$ _____	\$ _____
Par Circle	\$ _____	\$ _____
Wedge Loop (includes cul-de-sac on West side of Lakeridge Drive)	\$ _____	\$ _____
Fairway Court	\$ _____	\$ _____
South Tee Drive	\$ _____	\$ _____

15. Bid Part "D" (milled & overlaid / itemized)

Nichols Ave.	\$ _____ (From Greeno Rd. to School St.)
Nichols Ave.	\$ _____ (from School St. to Section St.)
Nichols Ave.	\$ _____ (from Section St. to just West of Church St.)
Middle St.	\$ _____ (from Young St. to Mershon St.)

Note: Some milling required on Country Woods Drive.

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, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described

ITEM IV
BONDS

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the
Principal, and

_____ (Insert here the name and address of legal title of one or more sureties)

and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner, in the sum of _____ Dollars

(100% of total contract amount)

(\$ _____)

for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the Owner for: **PW002-11, 2011 Fairhope Paving Projects** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

ATTEST: _____

(Company Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors): _____

BY: _____
(Surety Sign Here)

(Witness)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as
Principal, and _____
as Surety, are held and firmly bound unto said City of Fairhope hereinafter called
the Obligee, in the penal sum of

_____ Dollars(\$
_____)
(50% of total contract amount)

lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____ 20 _____. (Hereinafter called the Contract) **for Project No. PW002-11, 2011 FAIRHOPE PAVING PROJECTS** which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

(Company Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors): _____

BY: _____
(Surety Sign Here)

(Witness)

ITEM V

CERTIFICATE 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 VI
SAMPLE
CONTRACT

This **CONTRACT** is made this _____ day of _____,
_, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and
_____(hereinafter "**CONTRACTOR**"),

on the

PROJECT NO.: PW002-11

PROJECT NAME: 2011 FAIRHOPE PAVING PROJECTS

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, as awarded by the Fairhope City Council.

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 **ONE HUNDRED TWENTY DAYS(120)** 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 II.

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.

ATTEST:

THE CITY OF FAIRHOPE, ALABAMA

LISA A. HANKS
City Clerk

BY: **TIMOTHY M. KANT**
ITS: Mayor

ATTEST:

(Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

**GENERAL CONTRACTOR'S LICENSE
NUMBER (Required):**

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-
vendors)

NOTARY FOR CONTRACTOR

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 OWNER (CITY OF FAIRHOPE)

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 VII
SCOPE OF WORK AND SPECIFICATIONS
Bid No. 011-11
2011 FAIRHOPE PAVING PROJECTS

City of Fairhope Project PW 002-11

GENERAL REQUIREMENTS

THE FOLLOWING GENERAL REQUIREMENTS WILL APPLY TO ALL BID PARTS OF THIS CONTRACT, INCLUDING 4-29 HOT-MIX ASPHALT APPLICATIONS, 4-29 HOT MIX ASPHALT W/ ROCK BASE APPLICATIONS, POROUS ASPHALT APPLICATIONS, POROUS ASPHALT W/ ROCK APPLICATIONS, MICRO-SURFACING APPLICATIONS, PAVEMENT REJUVENATION APPLICATIONS & MILLED AND OVERLAID SURFACE APPLICATIONS:

- Milling will be required at private driveways and possibly other areas where a “bump” or “dropoff” cannot be allowed. These areas will be more closely defined during the mandatory pre-bid meeting, and will specifically apply to those roads receiving a full depth overlay or whereby the existing access has no dropoff. All storm drain manholes, sewer manholes, water valve access, etc. that are in the street shall be adjusted to match finished grade. milled around for asphalt overlay applications, and shall not be covered or “asphalted over” while applying the overlay. In no case, whether it be asphalt overlay or any other application, will a “bump” in the road be permitted. All transitions around these infrastructure objects shall be smooth when the job is complete.
- A very important point is traffic safety management during the course of this project. We are requiring that one lane of traffic be operational at all times. In other words, one lane of this project may be paved at a time with the Contractor of Record being charged with strict traffic management protocols over the course of the work. At no time will a Contractor be allowed to fully close a road, unless previously authorized by the City of Fairhope Project Manager.
- The City of Fairhope will work with the Contractor of Record for determining work hours. However, in no case shall the Contractors work interfere or interrupt scheduled City special events, to include permitted street closings, park closings and/or any other City sanctioned event. The Contractor shall not interrupt or disrupt the smooth flow of school traffic. At the close of each work day, the Contractor shall assure that crews are out of the road and traffic control signage, if required, is in place.
- Existing traffic striping will be replaced by the Contractor of Record for this project. Traffic striping will match existing layouts. Where standard traffic paint exists, striping shall be replaced in accordance with ALDOT Spec. 701, Class I. Where thermoplastic paint exists, striping shall be replaced

in accordance with ALDOT Spec 701, Class 2, Type B. Exception to the specification is that all traffic striping may be 4". The Contractor of Record will provide the City Project Manager and the Engineer of Record with a comprehensive list of existing striping inventory before he begins work on any given street.

- The City has adopted a "Complete Streets Policy" whereby certain streets shall be traffic striped for bicycle traffic.....such as Morphy Avenue from Thompson Hall Rd. to Section St., Fels Avenue from Section St. to S. Mobile St., Fairhope Avenue from U.S. 181 to Bancroft, etc. Please check w/ City Project manager for specifics.
- All blue reflective fire hydrant markers will be replaced by the Contractor of Record after the new pavement application is complete. The proper placement of these markers is...in the center of the traffic lane closest to the fire hydrant itself. This task shall be completed before the roadway is placed back into service. Any existing clear, orange or red reflective markers removed by the Contractor for street work shall be replaced by the Contractor. An inventory of these existing markers are to be included with the traffic striping inventory as noted above.
- If there are other specific requirements, unique to a particular roadway, it shall be so noted next to the roadway as listed in each of the following bid parts.
- The Contractor of record will be responsible for procuring and managing his own equipment/materials staging areas. City rights-of-way shall not serve as parking areas for equipment or staging areas for materials, unless specifically authorized by the City of Fairhope Project Manager.

BID PART "A" SCOPE OF WORK (4-29 hot mix asphalt)

1. The scope of this bid part is for the Contractor of Record to resurface the following roads with a new 1 ½" wearing surface of 4-29 hot mix asphalt, laid over a fresh tack coat layer:

- a. Deferriet Court (from Bayview St. west to cul-de-sac)
- b. Summit Avenue (from Morphy Ave. to St. James Ave.)
- c. Morphy Avenue (from S. Section St. west to Summit Ave.)
Special conditions exist in an area of this street just West of Church Street.
+/- 8" (verify) leveling/wearing course to be applied. More data provided at Mandatory pre-bid meeting
- d. Morphy Avenue (from Greeno Rd. east to Thompson Hall Rd.)
(add 12" to the outside of each lane, narrow lanes to 9'.....add bike lane
- e. Morphy Avenue (from Greeno Road west to Young St.)
Special condition at drain box near Rite-Aid Drug store.
- f. Druid Hill Drive (from Davis Dr. to dead end....appx 210 l.f.)
- g. Country Woods Drive (in its entirety)
Contractor shall mill knuckle-sacs to maintain drainage swales
- h. Lowry Drive (in its entirety)
- i. Hucknall Drive (from Lowry Dr. to Lowry Dr.)
Contractor shall mill as required to maintain drainage across Hucknall Drive near it's midpoint
- j. Orange St. Pier Parking lot (in its entirety)

- k. Bishop Road (south of Fairhope Airport, from C.R 13 to U.S. 98)
- l. North Beach park road & circle at fountain(municipal pier)
- m. Fairhope Avenue (from U.S. 98 to circle @ municipal pier)
- n. Church Street (From Fairhope Avenue to Nichols Ave.)
- o. Ingleside Street (from Fairhope Ave to Morphy Ave.)
- p. Alley behind the Colony Shop
- q. Bay Breeze Lane...widen by 2', then pave(from Laurel Ave. to Fig Ave., and
 - from Orange Ave. to Pecan Ave. **verify widening**
- r. Clubhouse Drive...from end of new paving @ Old Mill to Cedar Pointe
- s. Clubhouse Drive...from end of new paving @ North Creek Circle to
 - Club Circle
- t. Old Mill Road...from Clubhouse Drive to South Drive
- u. Chestnut Ridge....from Clubhouse Drive to dead end
- v. Cedar Pointe....from Clubhouse Drive to dead end
- w. North Creek Circle....from Clubhouse Drive to dead end
- x. Mockingbird Lane....from Clubhouse Drive to dead end
- y. Sweetwater Lane....from Clubhouse Drive to dead end
- z. Beaver Dam Road...from Clubhouse Drive to North Drive
- aa. Clubhouse Circle....from Clubhouse Drive to Beaver Dam Road
- bb. Honours Lane.....from Clubhouse Drive to dead end
- cc. Augusta Court....from Honours Lane to dead end

BID PART "A" GENERAL SPECIFICATIONS

1. Provide labor and materials for continuous traffic control before, during and after each work day until project completion.
2. Provide labor, materials and equipment to thoroughly clean the entire area to be resurfaced.
3. Provide labor and equipment to install 1.5"(one and one-half inches compacted thickness) of 4-29 hot mix asphalt by mechanical spreader, and compact by roller. The City of Fairhope will procure and supply the 4-29 hot mix asphalt & tack coat material only.
4. Provide labor and equipment to haul the new 4-29 hot mix asphalt & tack coat material from the providers location to the site.
5. Provide labor, materials and equipment for milling (if required & specified) at tie-ins to driveways, tie-ins where new asphalt meets existing driveways or other surfaces as specifically described.
6. Provide labor, materials and equipment for milling/preparing said area for a new overlay of 4-29 hot mix asphalt.
7. Provide labor, materials and equipment to replace all traffic management markings on the newly paved surface, to include all stop bars at stop signs & traffic

signals, dashed lines and centerlines near the stop bars. This function also will be

more specifically addressed at the MANDATORY pre-bid site inspection.

8. Milling shall be performed in accordance with Section 408, ALDOT Specifications

9. Asphalt shall be placed in accordance with Section 410, ALDOT Specifications

10. Pricing for striping and pavement markers shall be included in the bid for paving.

11. Base spec provided by Thompson Engineering.

BID PART "B" **SCOPE OF WORK 4-29 HOT MIX ASPHALT / ROCK**
POROUS ASPHALT / ROCK

The scope of this project work is to pave five (5) dirt/gravel roads here in Fairhope with 1.5" of 4-29 hot mix or porous asphalt. These roads are, in general, low volume single purpose type public roads and do not see traffic aside from the residents who live on the roads and City vehicles who provide services to the citizens.

These roads are currently gravel roads, maintained by the City of Fairhope. Before paving these roads, the contractor will need to fine grade, compact & level the surface before laying the new asphalt wearing surface. The material for road leveling shall be #57 compacted stone. Prior to the final application of the wearing surface, the Engineer of Record shall verify that the grades are correct and that the base has minimum compaction requirements.

As well as a total lump sum price for all (5) roads, the Contractor is to furnish an individual cost for each street using either 4-29 hot mix asphalt or porous asphalt as reflected on the Bid Form.

The existing gravel streets to be paved are as follows:

- a. Gayfer Avenue (from the end of existing asphalt paving to dead end, 12' pavement width)
- b. Fels Avenue (from the beginning at School St. to dead end, 12' pavement width)
- c. Miller Avenue (from North Section Street to dead end, 11' pavement width)
- d. North Mobile St. (from end of existing asphalt to dead end, including turn-around, 11' pavement width with 20' radius cul-de-sac)
- e. Pensacola Avenue (from Seminole Ave. to dead end, 10' pavement width...appx. 420 l.f.)

BID PART “B” **GENERAL SPECIFICATIONS**

1. Provide labor, materials and equipment for continuous traffic control before, during and after each work day until project completion.
2. Provide labor and equipment to level w/ #57 stone, fine grade and compact the gravel surfaces as required, prior to applying the new asphalt.
3. Provide labor and equipment to install either one and one-half inches (1.5”) of 4-29 hot mix asphalt, or one and one-half inches (1.5”) of porous hot mix asphalt, as determined by Owner, by mechanical spreader, and compact the surface by roller. The City of Fairhope will procure and supply the asphalt of choice and #57 stone only.
4. Provide labor and equipment to haul the # 57 stone & asphalt from the providers location to each site.
5. Provide labor, materials and equipment to replace all traffic management markings on the newly paved surface, to include all stop bars at stop signs & traffic signals, dashed lines and centerlines, etc. This function also will be more specifically addressed at the MANDATORY pre- bid site inspection.
6. Pricing for striping and pavement markers shall be included in the bid for paving.

BID PART “C” **SCOPE OF WORK TO MICRO-SURFACE ROADS OR AS BID ALTERNATE TO APPLY PAVEMENT REJUVENATION**

The scope of this work is to apply either a crack seal application followed by a micro-surfacing application OR apply a pavement rejuvenation product on the roads listed below. As a general rule, these are low speed, residential type streets which see a low to medium volume of traffic. The Contractor of record will be responsible for all surface preparation/ cleaning of the existing surfaces before the application of either micro-surfacing or pavement rejuvenation. As well as a lump sum price for all streets listed below, the bidder is to provide an itemized cost for each street for both micro-surfacing with a bid alternate for pavement rejuvenation, as reflected above in the Bid Form.

Section Street.....(From Morphy Avenue to Oak St.)

Bayou Dr.....(From North Section St. to Fairwood Blvd))

Bancroft Ave.....(From Oak St. to Morphy)

NOTE: Very grade sensitive in the Honey Baked Ham store area. Existing grade elevations must be held here. Contractor is to shoot existing grades in the sensitive area & provide City Project Manager and

the Engineer of Record with existing elevations. After project is complete, Contractor will re-shoot these same grades to certify that there has been no change to these grades, and be verified by the Engineer of Record. Surveying must be completed by a Professional Land Surveyor registered in the State of Alabama. Also, Library side parking spaces are excluded from this bid.

Pine St.....(From Section St. to Bancroft Ave)

Equality St.....(From Bancroft Ave. to School St.)

Magnolia Ave.....(From Section St. to Bancroft Ave.)

Magnolia Ave.....(From Bancroft Ave. to School St.)

Johnson Ave.....(From Section St. to Bancroft Ave.)

Belangee Ave.....(From Section St. to Bancroft Ave.)

School St.....(From Morphy Ave. to Fairhope Ave.)

School St.....(From Fairhope Ave. to Equality St.)

S. Summit St.....(From St. James Ave. to Magnolia Ave.)

S. Summit St.....(From Kirkmann Lane to North Ave.)

Church St.....(From From Fairhope Avenue to Nichols Ave.)

Church St.....(From Nichols Ave. to Fig Ave.)

St. James Ave.....(From Bayview Ave. to transition next to K-1 Center)

Colonial Acres Subdivision...(Hancock Rd., Colonial Drive, Washington Dr.,
Cherry Ct.)

Ingleside St.....(From C.R. 44 to Nichols Ave.)

Ingleside St.....(From Nichols Ave. to Morphy Ave.)

Ingleside St.....(From Fairhope Ave. to Gayfer Ave.)

Middle St.....(From Ingleside St. to Young St.)

Middle St.....(From Mershon St. to Dogwood St.)

Parking lot behind.....(all inclusive)
The Colony Shop

Parking lot behind.....(all inclusive)
The Masonic Lodge

Masonic Drive.....(From Section St. West to parking lot)

Bay Breeze Lane.....(From Pecan Ave. to Laurel Ave.)

Pecan Ave.....(From Section St. to Church St. & from Church St. to S. Mobile St.)

Horton Lane.....(From Pecan Ave. to Fig Ave)

Haver Lane.....(From Pecan St. to Cul-de-sac)

Pinecrest Lane.....(From Church St. to Pomelo St)

Orange Ave.....(From Church St. to S. Mobile St.)

Fig Ave.....(From Southern Run Dr. to S. Mobile St.)

Pier Ave.....(From Church St. to S. Mobile St.)

Kirkmann Lane.....(From Section St. to Liberty St.)

White Ave.....(From Section St. to S. Mobile St.)

Nichols Ave.....(From Section St. to S. Mobile St.)

Gaston Ave.....(From Section St. to Bayview St.)

Fels Ave.....(From Section St. to S. Mobile St.)

Short St.....(From Fels Ave. to dead end)

Bayview St.....(From Fairhope Ave. to Nichols Ave.)

Liberty St.....(From Fels Ave. to dead end)

Ivy Circle.....(off of Kirkmann Lane)

Boone Lane.....(From dead end, south of Kirkmann Ln., to Nichols Ave.)

Ann St.....(From Section St. to Boone Ln.)

Francilla Circle.....(off of Kirkmann Ln.)

Ridgewood Circle.....(off of Kirkmann Ln.)

Kumquat St.....(From Laurel Ave. to dead end....just north of Orange Ave.)

Pomelo St.....(From Laurel Ave. to Nichols Ave.)

Longleaf Circle.....(From U.S. 98)

Woodlands Boulevard...(from U.S. 98 to Willow Lake Drive)
Pleasant Avenue.....(From Morphy Ave. to Fairhope Ave.)
Hospital Drive.....(From Morphy Ave. to Fairhope Ave.)
Prospect Avenue.....(From Ingleside Ave. to Greeno Rd.)
Michigan Avenue.....(From Ingleside Ave. to Pleasant Ave.)
Coleman Avenue.....(From Ingleside Ave. to Pleasant Ave.)
Grand Boulevard.....(From Fairhope Ave. to end of St.)
Royal Lane.....(From West dead end to transition @ pool)
Idlewild Drive.....(From Fairhope Ave. to dead end)
Conti Court.....(From cul-de-sac to cul-de-sac)
Orleans Drive....(From West cul-de-sac to pavement transition)
Quail Creek Drive....(from U.S. 181 to Quail Creek Golf Clubhouse)
Lakeridge Drive...from end of exist. micro-surfacing @ Q.C. Drive, to dead end(includes
both cul-de-sacs @ end)
Par Circle.....from Lakeridge Dr. to dead end
Wedge Loop.....from Lakeridge Drive to Lakeridge Drive(includes cul-de-sac
on West
side of Lakeridge Drive)
Fairway Court.....from Lakeridge Dr. to dead end
South Tee Drive....From Lakeridge Drive to cart crossing

BID PART “C” **GENERAL SPECIFICATIONS**

1. Provide labor, materials and equipment for continuous traffic control before, during
and after each work day until project completion.
2. Provide labor and equipment as required to properly clean the surface for the application chosen by the Owner.
3. Provide labor and equipment as required to either crack seal & micro-surfacing OR

apply a pavement rejuvenation product. Crack sealing, should this be chosen by the

owner, shall be applied utilizing heated crack sealing material and a hand operated

dispersion wand(unless a comparable, automated process is available). The City of

Fairhope will furnish the crack seal / microsurfacing materials and/or the pavement

rejuvenation materials only.

4. Provide labor and equipment as required to haul either crack seal & micro-surfacing

OR a pavement rejuvenation product to the pertinent job location in Fairhope.

5. Provide labor, materials and equipment to replace all traffic management markings on the newly paved surface, to include all stop bars at stop signs & traffic

signals, dashed lines and centerlines, etc. This function also will be more specifically addressed at the MANDATORY pre- bid site inspection.

6. Pricing for striping and pavement markers shall be included in the bid for microsurfacing/rejuvenation.

BID PART “C”

MATERIAL & APPLICATION SPECIFICATIONS

CRACK SEAL

The product included in this specification is for the sole purpose of delineating the general use, usage guidelines, specification conformance, installation methods and chemical composition of the product we are seeking to use for crack sealing....prior to the application of micro-surfacing. We are not, in any

way shape or form suggesting or specifying this product for our application, **but are clearly stating “Crafco “34221 Roadsaver” or an approved equal to this product. This product specification is available at: www.crafco.com .**

ERASE THIS SPEC AND THEN JUST ATTACH A PROPERLY FORMATTED PDF

MICROSURFACING

Recommended Performance Guideline For Micro Surfacing

A143

**(Revised
February 2010)**



NOTICE

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact the ISSA for answers to questions and for a list of ISSA member contractors and companies.

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RECOMMENDED PERFORMANCE GUIDELINE FOR MICRO SURFACING

1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of micro surfacing.

2. DESCRIPTION

Micro surfacing shall consist of a mixture of polymer-modified emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). Micro surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces. After curing and initial traffic consolidation, it should resist further compaction. The micro surfacing shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

Micro surfacing is a quick-traffic system that allows traffic to return shortly after placement. Normally, these systems are required to accept straight, rolling traffic on a 0.5 in (12.7 mm) thick surface within one hour after placement in specific application conditions. Stopping and starting traffic may require additional curing time.

3. SPECIFICATIONS

It is normally not required to specify all tests for every project. A compilation of the results from the listed tests should be indicative of system performance. Failure to meet requirements for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, an individual test result may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. MATERIALS

4.1 EMULSIFIED ASPHALT

4.1.1 GENERAL

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

4.1.2 QUALITY TESTS

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

TEST	TEST METHOD: AASHTO	TEST METHOD: ASTM	SPECIFICATION
Settlement and storage stability of emulsified asphalts, 24-h	T 59	D 6930	1% Maximum
Distillation of emulsified asphalt ¹	T 59	D 6997	62% Minimum
TESTS ON EMULSIFIED ASPHALT RESIDUE			
Softening point of bitumen (ring-and-ball apparatus)	T 53	D 36	135° F (57° C) Minimum
Penetration of bituminous materials at 77° F (25° C)	T 49	D 5	40 - 90 ²

¹ The temperature for this test should be held at 350°F (177°C) for 20 minutes. The climatic conditions should be considered when establishing this range.

The solubility test, if required, should be evaluated on the base asphalt.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets specification.

4.2 AGGREGATE

4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the micro surfacing. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD: AASHTO	TEST METHOD: ASTM	SPECIFICATION
Sand equivalent value of soils and fine aggregate	T 176	D 2419	65 Minimum
Soundness of aggregates by use of sodium sulfate of magnesium sulfate	T 104	C 88	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Resistance to degradation of small-size coarse aggregate by abrasion and impact in the Los Angeles machine ¹	T 96	C 131	30% Maximum

¹ The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority).

SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	100	
# 4 (4.75 mm)	90-100	70-90	+/-5%
# 8 (2.36 mm)	65-90	45-70	+/-5%
# 16 (1.18 mm)	45-70	28-50	+/-5%
# 30 (60 um)	30-50	19-34	+/-5%
# 50 (330 um)	18-30	12-25	+/-4%
# 100 (150 um)	10-21	7-18	+/-3%
# 200 (75 um)	5-15	5-15	+2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type II. This aggregate gradation is used to fill surface voids, address surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface. This type of micro surfacing surface is appropriate for heavily traveled pavements, rut filling, or for placement on highly textured surfaces requiring larger size aggregate to fill voids.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the micro surfacing. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before the work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing micro surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in micro surfacing design.

5.2 MIX DESIGN

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix time @ 77° F (25° C)	TB 113	Controllable to 120 seconds maximum
Wet cohesion @ 30 minutes minimum (set) @ 60 minutes minimum (traffic)	TB 139	12 kg-cm minimum 20 kg-cm or near spin minimum
Wet stripping	TB 114	Pass (90% minimum)
Wet-track abrasion loss One-hour soak Six-day soak	TB 100	50 g/ft ² (538 g/m ²) maximum 75 g/ft ² (807 g/m ²) maximum
Lateral displacement	TB 147	5% maximum
Specific gravity after 1,000 cycles of 125 lb. (56.71 kg)		2.10 maximum
Excess asphalt of LWT sand adhesion	TB 109	50 g/ft ² (538 g/m ²) maximum
Classification compatibility	TB 144	11 grade points minimum (AAA, BAA)

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a micro surfacing system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the length of time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29).

The percentage of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual asphalt	5.5 - 10.5% by dry weight of aggregate
Mineral filler	0.0 - 3.0 % by dry weight of aggregate
Polymer content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of micro surfacing shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply micro surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro surfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

6.4.1 SECONDARY STRIKE-OFF

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

6.4.2 RUT-FILLING EQUIPMENT

When project plans require, Micro Surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 0.5 in (12.7 mm), or greater in depth, shall be filled independently with a rut-filling box, either 5 ft (1.5 m) or 6 ft (1.8 m) in width. Ruts that are in excess of 1.5 in (38.1 mm) in depth may require multiple applications with the rut-filling box to restore the cross-section. When rutting or deformation is less than 0.5 in (12.7mm), a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Apply at a sufficient rate to level the pavement surface. The leveling course may, or may not, meet the suggested application rate in the table in Section 11.2. All rut-filling and level-up material should cure under traffic for at least twenty-four (24) hours before additional material is placed.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

Micro surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the construction shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in the form of a written posting, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work

10. SURFACE PREPARATION

10.1 GENERAL

Immediately prior to applying the micro surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro surfacing by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the micro surfacing emulsion. Consult with the micro surfacing emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd² (0.23-0.68 l/m²). The tack coat shall be allowed to cure sufficiently before the application of micro surfacing. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, a test strip should be placed in conditions similar to those expected to be encountered during the project.

When local conditions warrant, the surface shall be fogged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro surfacing shall be of the appropriate consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until the contractor proves to the B.A.R. that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 0.5 in (12.7 mm) wide and 4.0 in (101 mm) long, or 1.0 in (25.4 mm) wide and 3.0 in (76.2 mm) long, in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of 0.25 in (6.4 mm) in depth will be permitted, when measured by placing a 10 ft (3 m) straight edge over the surface.

11.2 RATE OF APPLICATION

The micro surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be in accordance with the table below.

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type II	Urban and residential streets	10 – 20 lb/yd ²
	Airport runways	(5.4 – 10.8 kg/m ²)
	Scratch or leveling course	As Required
Type III	Primary and Interstate routes	15 – 30 lb/yd ²
	Wheel ruts	(8.1 – 16.3 kg/m ²)
	Scratch or leveling course	As required (See Appendix B)
	Scratch or leveling course	As required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the micro surfacing is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in

(76.2 mm) shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 0.25 in (6.4 mm) difference in elevation when measured by placing a 10 ft (3 m) straight edge over the joint and measuring the elevation difference.

11.4 MIXTURE

The micro surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

11.6 LINES

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than ± 2 in (± 51 mm) horizontal variance in any 96 ft (29 m) of length.

11.7 ROLLING

Rolling is usually not necessary for micro surfacing on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the micro surfacing removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of micro surfacing. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

12.3 MICRO SURFACING

If required, representative samples of the micro surfacing may be taken directly from the micro surfacing machine. Residual asphalt content (ASTM D2172) tests may be run on the samples at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications. Data obtained from the proportioning devices on the micro surfacing machine may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. METHOD OF MEASUREMENT

13.1 AREA

On smaller projects, the method of measurement and payment is usually based on the area covered, measured in square feet, square yards, or square meters.

13.2 TONS AND GALLONS

On larger projects of over 50,000 yd³ (41,806 m³) measurement and payment are usually based on the tons of aggregate and the gallons (liters) of emulsified asphalt used.

Aggregate delivery tickets or printed tickets from certified scales at the staging area shall be used for measurement. The emulsified asphalt used on the project will be measured by the certified tickets for each load delivered. Emulsified asphalt not used shall be deducted from the job total.

14. PAYMENT

The micro surfacing shall be paid for by the unit area or the weight of the aggregate and the emulsified asphalt used on the project and accepted by the B.A.R. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A AGENCIES **AGENCIES**

AASHTO: American Association of State Highway and Transportation Officials
ASTM: American Society for Testing and Materials
ISSA: International Slurry Surfacing Association

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 208	D 2397	Specification for cationic emulsified asphalt
T 59	D 6930	Settlement and storage stability of emulsified asphalts
T 59	D 6997	Distillation of emulsified asphalt (this test method may have to be modified by using lower temperatures)
T 40	D 140	Sampling bituminous materials
T 59	D 244	Test methods and practices for emulsified asphalts

RESIDUE FROM EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 53	D 36	Softening point of bitumen (ring-and ball apparatus)
T 49	D 5	Penetration of bituminous materials

APPENDIX A TEST METHODS (CONTINUED)**AGGREGATE AND MINERAL FILLER**

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand equivalent value of soils and fine aggregate
T 104	C 88	Soundness of aggregates by use of sodium sulfate or magnesium sulfate
T 96	C 131	Resistance to degradation of small-size coarse aggregate by abrasion and impact in the Los Angeles machine. (This test should be performed on the parent rock that is used for crushing the finer gradation micro surfacing material.)
T 27	C 136	Sieve analysis of fine and coarse aggregates
T 11	C 117	Test method for materials finer than 75 um (No. 200) sieve in mineral aggregates by washing
T 2	D 242	Mineral filler for bituminous paving mixtures
T 19	C 29	Bulk density ("Unit Weight") and voids in aggregate

MIX DESIGN

ISSA TEST NO.	TEST
A143	Standard design, testing and construction of micro surfacing
TB 100	Wet track abrasion of slurry seals
TB 109	Excess asphalt by LWT sand adhesion
TB 113	Mix time
TB 114	Wet stripping test for cured slurry seal mixes
TB 136	Causes of inconsistency of wet track abrasion test (WTAT) results
TB 144	Classification compatibility by use of the Schulze-Breuer and Ruck procedure

NOTES:

ASTM D 6372, Standard Practice for Design, Testing, and Construction of Micro Surfacing, is a combined reference of the ISSA Test Bulletins listed above.

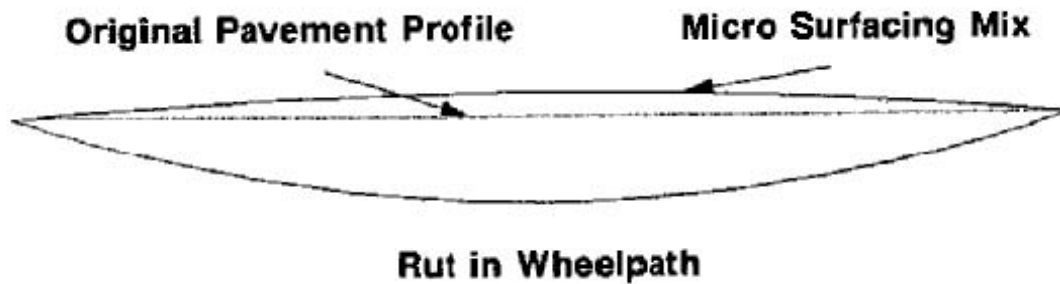
ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumin From Bituminous Paving Mixtures, is referenced in Section 12.3.

APPENDIX B

REPROFILING RUTTED WHEELPATHS WITH MICRO SURFACING

Rule of Thumb

For every inch (mm) of micro surfacing mix, add 0.125 in (3.2 mm) to 0.25 in (6.4 mm) as a crown to allow for compaction under traffic.



RUT IN WHEELPATH

RUT DEPT		MICRO SURFACING QUANTITY NEEDED	
0.5 – 0.75"	(12.7 – 19.1 mm)	20 – 30 lb/yd ²	(10.8 – 16.3 kg/m ²)
0.75 – 1.00"	(19.1 – 25.4 mm)	25 – 35 lb/yd ²	(13.6 – 19.0 kg/m ²)
1.00 – 1.25"	(25.4 – 31.75 mm)	28 – 38 lb/yd ²	(15.2 – 20.6 kg/m ²)
1.25 – 1.50"	(31.75 – 38.1 mm)	32 – 40 lb/yd ²	(17.4 – 21.7 kg/m ²)

International Slurry Surfacing Association #3 Church Circle, PMB 250
Annapolis, MD 21401 (410) 267-0023

www.slurry.org



PAVEMENT REJUVENATION

RESTORATIVE SEAL FOR BITUMINOUS PAVEMENTS PAVEMENT REJUVENATOR

1.0 SCOPE:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an emulsified asphalt restoring agent to the surface of bituminous pavements as a restorative seal. The restoration of bituminous pavement surfaces shall be by spray application of a cationic restoring emulsion specially designed for this function. All work shall be in accordance with the requirements, the applicable drawings, and subject to the terms and conditions of these guidelines.

2.0 MATERIAL SPECIFICATIONS:

The emulsified asphalt restoring agent shall be an emulsion composed of a petroleum oils and asphalts uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

Table 1 Emulsified Asphalt Restoring Agent Requirements

Property	Test Method	Requirements
Viscosity, 25°C, SFS	ASTM D244	25-150
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge	ASTM D244	Positive
1-day Settlement, w%	ASTM D244	1.0 Max.
Residue, w%	ASTM D244 (Mod) ²	64.0 Min.
Tests on the Residue:		
Viscosity, 60°C, cSt	ASTM D2170	1000-4000
Maltene Distribution Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

¹Test procedure identical with ASTM D244 except that distilled water shall be used in place of two percent sodium oleate solution.

²ASTM D244 Evaporation Test for percent residue is modified by heating a 50 gram sample to 149°C (300°F) until foaming ceases, then cooling immediately and calculating results.

3.0 MATERIAL PERFORMANCE:

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

4.0 APPLICATOR EXPERIENCE:

The emulsified asphalt restoring agent shall be applied by an experienced applicator of such material.

A project superintendent knowledgeable and experienced in application of the emulsified asphalt restoring agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

5.0 APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the emulsified asphalt restoring emulsion, at the time of application shall be as recommended by the manufacturer. The emulsified asphalt restoring agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The emulsified asphalt restoring agent shall not be applied when the ambient temperature is below 40° F.

6.0 HANDLING OF AN EMULSIFIED ASPHALT RESTORING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the emulsified asphalt restoring agent concentrate shall be loaded first and then the required amount of water for dilution shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

7.0 RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street.

8.0 APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the emulsified asphalt restoring agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of the distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

9.0 APPLICATION OF RESTORING AGENT:

The emulsified asphalt restoring agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas

inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of emulsified asphalt restoring agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of one (1) part emulsified restoring agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the asphalt restoring emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer for the asphalt restoring agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

10.0 STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the City Project Manager and/or the Engineer of Record, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the City Project Manager and the Engineer of Record. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the City Project Manager and/or the Engineer of Record a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

11.0 TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the City Project Manager, traffic must be maintained at all times on a particular street, then the Contractor shall apply the diluted asphalt reing agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the City Project Manager and/or the Engineer of Record, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

12.0 METHOD OF MEASUREMENT:

The emulsified asphalt restoring agent will be measured by the square yard as provided for in the Contract Documents.

BID PART "D" SCOPE OF WORK FOR MILLED/OVERLAID ROADS

The scope of this work phase is to mill the existing street surfaces named in the list below, and by combining new 4-29 materials with the millings, apply a new 1.5" compacted thickness wearing surface. The Contractor will be responsible for the filling of all potholes (either by machine or by hand) and other irregularities which would not be corrected by the milling process, prior to beginning this application.

The Contractor shall be responsible for the securing of his equipment & material staging areas.

The roads included in this process are generally medium volume, low speed residential roads. As do other roads in the City, volumes of traffic spike with school & work traffic in both mornings and afternoons.

A single lane of traffic should be left open at all times during this project. Complete road closures shall not occur without the specific permission of the City of Fairhope Project Manager.

As well as a lump sum price for all roads shown below, the bidder is to furnish an itemized price for each street, as reflected on the Bid Form.

The existing streets to be milled and overlaid are:

- a. Nichols Avenue.....(from Greeno Rd. to School St.)
- b. Nichols Avenue.....(from School St. to Section St.)
- c. Nichols Avenue.....(from Section St. to just west of Church St.)
- d. Middle Street.....(from Young Street to Mershon St.)
- e. Ingleside St.....(from Morphy Ave. to Fairhope Ave.)
- f. North Section Street (from Gayfer Avenue north to 860 N. Section Street)

(Note: CRITICAL GRADE AREA....Mill existing asphalt between Pensacola Ave. & Rosa Ave.) Contractor is to shoot existing grades in the sensitive area & provide City Project Manager and the Engineer of Record with existing elevations. After project is complete, Contractor will re-shoot these same grades to verify to the Engineer of Record that there has been no change to these grades. Surveys shall be performed by a Professional Land Surveyor registered in the State of Alabama.

Note: Some milling required on Country Woods Drive.....see Bid Part A for details.

BID PART "D"

GENERAL SPECIFICATIONS

1. Provide labor, materials and equipment for continuous traffic control before, during and after each work day until project completion.
2. Provide labor, equipment and materials required to mill the existing deteriorated roads as shown below. Minimum milling depth = 1.0"
3. Materials milled from existing roads shall be reclaimed and combined with the appropriate new product for re-application in the equivalent to a 4-29 wearing surface.
4. Provide labor and equipment to install one and one-half inches (1.5") compacted thickness of an equivalent to a 4-29 hot mix asphalt, by mechanical spreader, and compact the surface by roller. The Owner will procure and supply the new asphalt only.
5. Provide labor and equipment to haul the asphalt, and or millings, from the providers location to each site.
6. Provide labor, materials and equipment to replace all traffic management markings on the newly paved surface, to include all stop bars at stop signs & traffic signals, reflective markers, dashed lines and centerlines, etc. This function also will be more specifically addressed at the MANDATORY pre- bid site inspection.
7. Milling shall be performed in accordance with Section 408, ALDOT Specifications
8. Asphalt shall be placed in accordance with Section 410, ALDOT Specifications

9. Pricing for striping and pavement markers shall be included in the bid for paving.

MISCELLANEOUS SPECIFICATIONS

1. 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 DAILY 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., or other designated City of Fairhope site.
9. This Agreement is considered a non-exclusive Agreement between the parties.
10. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
11. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
12. This Agreement, contains all terms and conditions agreed upon by the CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter Agreement shall be deemed to exist or to bind either party hereto.
13. 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.

WORKER QUALIFICATIONS

1. Subcontractors, superintendents, foremen, and workers employed by the CONTRACTOR shall be competent and reliable. All workers must have sufficient skill and

experience to properly perform the work assigned them. All workers engaged on special work or skilled work, in any trade, shall have had sufficient experience and ability in such work to perform it properly and satisfactorily and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in Specifications and Contract. The OWNER may demand the dismissal of any persons employed by the CONTRACTOR in, about, or upon the Work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with the directions given, and such person shall not again be employed hereon without the written consent of the OWNER. Should the CONTRACTOR continue to employ or re-employ any such person, the OWNER may withhold all monies, which are or may become due, or he may suspend the Work until the CONTRACTOR complies with such order.

DOCUMENTATION

2. Upon completion of work, The CONTRACTOR will submit a complete documentation package to the OWNER. This package will include, but not be limited to all necessary legal documents for transfer of ownership, three (3) copies of maintenance, inspection, and cleaning instruction manuals, preventative maintenance schedules, and a materials breakdown listing of the components and accessories, with part numbers, as required by a competent repair technician. Upon completion of the lightning protection installation, the CONTRACTOR shall provide to the OWNER three (3) sets of 'as-built' drawing of the system, along with copies of the UL Master Certification of completion and verification of the publishing of this certification to the UL website.

WARRANTY

1. Before project completion acceptance, CONTRACTOR will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance by City of Fairhope. CONTRACTOR will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the CONTRACTOR'S warranty, and the terms of which will not be altered by the CONTRACTOR'S warranty.

DELIVERY AND ACCEPTANCE

1. Upon completion of all work, presentation of all required documentation, CONTRACTOR will present a written notification of completion to the Engineer of Record and OWNER. The Engineer of Record and OWNER will conduct an inspection with the CONTRACTOR to verify completion, and generate punch list if applicable. CONTRACTOR will immediately complete punch list, and notify the Engineer of Record and OWNER in writing of actions taken. The Engineer of Record and OWNER will verify punch list completion, and when satisfied that CONTRACTOR has met all contractual obligations, will provide a written, signed acceptance document.

9.0 BILLING

- 9.1 Following acceptance, the CONTRACTOR will also submit an invoice and signed service ticket to the OWNER at:

City of Fairhope
Purchasing Manager

P.O. Box 429
Fairhope, AL 36533

9.2 After fulfillment of all requirements, contractual, legal or otherwise, including mandatory advertisement, the OWNER will pay CONTRACTOR agreed upon lump sum price.

ITEM VIII

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 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at

<http://www.sos.state.al.us/downloads/dl1.cfm>.

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-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

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 guaranties 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: www.cofairhope.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.

