

CITY OF FAIRHOPE

RFQ INVITATION

March 7, 2011

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 10:00A.M. March 14, 2011, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

PS006-11 ENGINEERING SERVICES FOR 2011 FAIRHOPE PAVING PROJECTS

Questions or comments pertaining to this proposal 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: 251-990-0125, Seventy Two (72) hours prior to the proposal opening or will be forever waived.

All proposals must be on blank forms provided in the Proposal Documents.

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 proposals.

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **“Sealed Proposal” with Item Name, Proposal Number, City of Fairhope’s Name and Address and Bidder’s Name and Address.** Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal. The City reserves the right to accept or reject all proposals or any portion thereof whichever is in the best interest of the City of Fairhope.

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

No proposals 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.

Daniel P. Ames,

Purchasing Manager

Posted: 03-07-2011

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
THE CITY OF FAIRHOPE
PUBLIC WORKS DEPARTMENTS**

RFQ NO. PS006-11

2011 FAIRHOPE PAVING PROJECTS

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

POSTED: 03-07-2011

**CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ)
Relating to**

**Professional Engineering Services for Public Works Project No. PW002-11, 2011
Fairhope Paving Projects**

Background

The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. The Public Works Department periodically performs maintenance paving of City streets.

Purpose

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope, Alabama (City) is soliciting written proposals from professional civil engineering firms experienced in street paving. The City of Fairhope reserves the right to select more than one Professional Engineering firm. Attached to the back of this RFP is a sample agreement that the successful proposers will be required to execute.

Location / Layout

**Various streets within City limits, as specified within Bid No. 011-11, 2011
Fairhope Paving Projects, Public Works Project No. PW002-11**

Scope of Work

The City is seeking an experienced Professional Engineer who will provide the professional services required to complete Project No. PW002-11.

The overall objectives for the requested services are:

1. Provide drawings, plans and specifications, approved by signature and stamped by the Engineer of Record, for Public Works Project No. PW002-11.
2. Directly supervise the execution of the construction.
3. Provide a statement of completion at project end, authorizing interim and final payments to the Contractor.
4. The successful consultant will work closely with the Project Manager, Ken Eslava, as well as other City officials.
5. The awarded firm will perform professional services only, and will not be a participant in any construction associated with this project.

Time Line

1. The City shall request from selected firms (minimum of three, if possible) for each project that they submit a technical approach or project understanding, scope of services, and other details the City will use to evaluate and select the firm the City determines to be most qualified for specific projects. Interviews or decisions may be required during evaluation of technical proposals.
2. A committee of six (6) consisting of the of the Mayor, City Administrator, Purchasing Manager, Electric Superintendent, and one (1) member of City Council, and the Superintendent of the Water & Sewer Department will evaluate and rank the design professionals the committee feels are most qualified to provide the required service(s).
3. The City shall then negotiate a contract with the firm ranked by the City as most qualified.
4. Should the City not be able to negotiate a contract with the firm ranked most qualified then the City shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the City is able to successfully negotiate a contract.
5. This procedure may also be suspended when the City Council determines an emergency exists.
6. Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm's statement of qualifications.
7. Upon final RFQ submittal and review by the City of Fairhope, the Fairhope City Council will award the contract.

Request for Qualifications

Ten (10) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council.

Format

Statement of Qualifications should include, but is not limited to, the following:

- 1) Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List (ten) water and sewer projects of similar nature to scope of work, include references. It shall be vitally important to highlight any

and all projects the firm has managed relating specifically to water and sewer studies.

- 2) Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
- 3) Names, qualifications, and experience of a principal/owner (contractual authority), a municipal services project manager, and key personnel (Task Manager) who would be assigned to a City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each).
 - a) Number and type of projects in which each individual has been involved (no project should be more than 5 years old). Include reference contact information. Again, the focus of this task should highlight any and all work performed in the landfill management and closure arena.
 - b) Key personnel are defined as registered professional engineers, heavily experienced site inspectors, soils testing labs and any other applicable resources related to projects of this nature. Again, the focus of this activity should highlight those personnel with expertise in the landfill management and closure arena.
- 5) Number and composition of staff that is readily available for City of Fairhope projects, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical. Description of the firm's ability to generally respond to the City's project needs.
- 6) Name of responsible firm member and a Municipal Services Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the design firms' responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract.
- 7) A statement detailing the firm's Quality Assurance Program.
- 8) All necessary information required of the attached CITY OF FAIRHOPE: EXHIBIT A: QUALIFICATION STATEMENT EVALUATION.

Selection Procedure

The selection of the Consultant will be completed by the City of Fairhope City Council at a regular Council meeting. Preliminary review will be performed in compliance with the City Council approved selection procedure, by the selection committee. The awarded firm will be selected without regard to race, color, religion, sex, or national origin. The committee will recommend to the Fairhope City Council the firm that scores the highest in the evaluation process. The Committee will conduct interviews with the top five (5) scoring firms, prior to a final recommendation. The Fairhope City Council reserves the right to interview selected firm(s) prior to making a final decision. The Council will authorize the Mayor to proceed with executing a contract with their selected firm.

Notification

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution;
The Request for Qualifications is not to be construed as a contract or as a commitment of any kind;

All responses shall be held confidential from other parties by the City to the extent allowable by law. However, confidential or sensitive information should not be included if the applicant wants to protect that information;

The use of subcontractors as described by the Consultant in the Request for Qualifications and subsequent approved and signed contract with the City of Fairhope is allowed in this project;

The selected Consultant is responsible for billing and paying of any subcontractors they employ on the project; The selected Consultant is responsible for insurance requirements;

The City of Fairhope reserves the sole right to: 1) evaluate the qualifications submitted; 2) waive any irregularities within; 3) select candidates for the submittal of more detailed qualifications and presentation; 4) accept any submittal or portion of a submittal; and/or 5) reject any or all submittals, solely at its discretion.

Application Deadline

10:00 a.m. on Monday, March 14, 2011

Submit RFQs To:

**Daniel P. Ames, Purchasing Manager
P.O. Box 429
555 South Section Street
Fairhope, Al 36533
251-990-0199
Email: .ames@cofairhope.com**

**CITY OF FAIRHOPE: EXHIBIT A:
QUALIFICATION STATEMENT EVALUATION**

Qualifications

for:

Proposal Evaluation Form					
Project:					
Qual. Req.:					
Evaluator:					
Date:					
Category	Criteria	Rating	x	Weight	Score
Technical Approach	Understanding of Project and Basic Scope of Additions or Deletions to the Basic Scope of			5	0
	Understanding of Unique Conditions of the Project			3	0
	Technical Approach to the Project			4	0
	Project Schedule			3	0
	Key Equipment or Resources that Assists in Performance of Work			2	0
	SUBTOTAL OF POINTS				
Project Team	Consultant's and Subconsultants' Experience on Similar Projects			5	0
	Working Relationship within Project Team (Consultant and Subconsultants)			3	0
	Project Manager's Experience on Similar Projects			4	0
	Key Task Managers' Experience on Similar Projects			5	0
	Location of Key Staff Members (Consultant and Subconsultants)			4	0
SUBTOTAL OF POINTS					
Past Performance	Quality of Consultant's/Subconsultants' Past Work (Similar Size and/or Scope)			5	0
	Consultant's/Subconsultant's Ability to Meet Project Schedule			4	0
	Project Manager's Ability to Coordinate Project			4	0
	Consultant's/Subconsultant's Success in Controlling Project Costs			5	0
	Consultant's/Project Manager's Ability to Communicate Effectively with Agency			5	0
	SUBTOTAL OF POINTS				
TOTAL POINTS					0

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope.

SAMPLE CONTRACT

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
THE CITY OF FAIRHOPE
PUBLIC WORKS DEPARTMENT**

RFQ NO. PS006-11

**ENGINEERING SERVICES FOR 2011 FAIRHOPE
PAVING PROJECTS**

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

Set No. _____

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and of _____, Alabama (hereinafter called the "**PROFESSIONAL ENGINEER**"),

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 DEFINITIONS:

The following terms shall have the following meanings:

<u>COUNTY:</u>	Baldwin County, Alabama
<u>CITY:</u>	Fairhope, Alabama
<u>PROJECT:</u>	Professional Engineering Services related to 2011 Fairhope Paving Projects, Project No. PW002-11

PART ONE

GENERAL CONDITIONS

1.1 . The **CITY** hereby employs the **PROFESSIONAL ENGINEER** and the **PROFESSIONAL ENGINEER** agrees to perform for the **CITY** those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER: PW002-11

PROJECT NAME: 2011 FAIHOPE PAVING PROJECTS

PROJECT INFORMATION: The paving of various streets in Fairhope, Alabama, as specified in Bid No. 011-11, 2011 Fairhope Paving Projects.

1.2. The **PROFESSIONAL ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.3. For the purpose of this contract, the **PROFESSIONAL ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the **CODE OF ALABAMA**, **Section 34-11-19** and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **PROFESSIONAL ENGINEER** will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO

PROJECT SCOPE

- 2.0** The **PROFESSIONAL ENGINEER** will be responsible for:
1. Providing the professional services required to complete Project No. PW002-11.
 2. Provide drawings, plans and specifications, approved by signature and stamped by the Engineer of Record, for Public Works Project No. PW002-11.
 3. Directly supervise the execution of the construction.
 4. Provide a statement of completion at project end, authorizing interim and final payments to the Contractor.
 5. The successful consultant will work closely with the Project Manager, Ken Eslava, as well as other City officials.
 6. The awarded firm will perform professional services only, and will not be a participant in any construction associated with this project.
- 2.1** The **PROFESSIONAL ENGINEER** shall submit the initial entire project plan to the City of Fairhope via hard copy, three(3) sets, and electronically transmitted in .Microsoft Word 97-2003 format.

PART THREE

PAYMENT

- 3.0.** The **CITY** agrees to pay the **PROFESSIONAL ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A", FEE SCHEDULE, attached to this document.

- 3.1.** All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred.
- 3.2.** If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of Paragraph D hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **PROFESSIONAL ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the **PROFESSIONAL ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3.** In the event of failure by the **PROFESSIONAL ENGINEER** to perform any and/or all of the **PROFESSIONAL ENGINEER** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **PROFESSIONAL ENGINEER** written notice of such termination, after which the **CITY** may employ **PROFESSIONAL ENGINEER** services of its choice to complete the **PROJECT** and the **PROFESSIONAL ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other **PROFESSIONAL ENGINEER** services. Failure by the **PROFESSIONAL ENGINEER** to furnish the required services, or to perform any other specific duty required by this contract

shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **PROFESSIONAL ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this **contract for any subsequent default**.

PART FOUR

INDEMNIFICATION AND INSURANCE

The **PROFESSIONAL ENGINEER** shall be responsible for all damage to life and property due to activities of the **PROFESSIONAL ENGINEER** and the sub-contractors, agents or employees of **PROFESSIONAL ENGINEER** in connection with their service under this AGREEMENT. The **PROFESSIONAL ENGINEER** specifically agrees that the subcontractors, agents, or employees of **PROFESSIONAL ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they

perform. Further, it is understood and agreed by **PROFESSIONAL ENGINEER** to the fullest extent permitted by law, the **PROFESSIONAL ENGINEER** shall defend, indemnify and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the **PROFESSIONAL ENGINEER** or anyone directly or indirectly employed by **PROFESSIONAL ENGINEER** or anyone for whose acts

PROFESSIONAL ENGINEER may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.

The **PROFESSIONAL ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **PROFESSIONAL ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **PROFESSIONAL ENGINEER**.

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** 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 \$1,000,000 Each Accident

\$1,000,000 Each Employee

\$1,000,000 Policy Limit

(b) Commercial General Liability

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

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

Products/completed Operation Aggregate \$2,000,000

General Aggregate	\$2,000,000
Coverage to include:	
Premises and operations	
Personal Injury and Advertising Injury	
Products/Completed Operations	
Independent Contractors	
Blanket Contractual Liability	
Broad Form Property Damage	

The **PROFESSIONAL ENGINEER** shall name the **CITY**, its employees and agents as additional insured in all applicable categories.

Liability insurance as required by this contract to provide cross-liability coverage.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the **CITY** as an Additional Insured.

(d) Professional Liability (Errors & Omissions)

Coverage shall be maintained during project duration and for two (2) year after completion and acceptance by the **CITY**.

Limits of Liability	
Each Claim	\$1,000,000
Aggregate	\$1,000,000

Certificate of Insurance

A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the

PROFESSIONAL ENGINEER is working must be included in the description section of the certificate.

PART FIVE

REVIEWS AND SUBMITTALS

The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **PROFESSIONAL ENGINEER** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence and professional expertise of the **PROFESSIONAL ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the **PROFESSIONAL ENGINEER** profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent judgment or to verify the calculations, assumptions, and methods by the **PROFESSIONAL ENGINEER**.

PART SIX

MISCELLANEOUS

- 6.0.** This Contract shall be effective on the date of its execution.
- 6.1.** The **CITY** and the **PROFESSIONAL ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **PROFESSIONAL ENGINEER** shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY SIGNATURES

CITY OF FAIRHOPE

BY: _____

**TIMOTHY M. KANT
MAYOR**

ATTEST: _____

**LISA A. HANKS
CITY CLERK**

PROFESSIONAL ENGINEER SIGNATURES

IF CORPORATION

CORPORATION NAME

BY: _____

As Its _____

ATTEST: _____

As Its _____

NOTARY FOR THE CITY:

STATE OF ALABAMA]

COUNTY OF MOBILE]

I, _____, a Notary Public in and for said State and County, hereby certify that **Timothy M. Kant** and **Lisa A. Hanks**, whose names as Mayor and City Clerk, respectively, of the City of Fairhope, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the ____ day of _____ 20 ____ .

NOTARY PUBLIC _____

My Commission Expires ____ / ____ / ____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER:

STATE OF _____]

COUNTY OF _____]

I, _____, a Notary Public in and for said State and County, hereby certify that _____ and

_____, whose names as _____ and _____ respectively, of

_____ are signed to the foregoing
(corporation)

conveyance and who are known to me, acknowledged before me on this day, that,
being informed of the contents of the conveyance, they as such officers and with full
authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the ____ day of _____ 20____.

NOTARY PUBLIC _____

My Commission Expires ____/____/____

EXHIBIT "A"

PAY RATE SCHEDULE

INSERT FEE SCHEDULE HERE AFTER DETERMINED WITH AWARDED FIRM

END OF SAMPLE CONTRACT

PRELIMINARY DRAFT OF BID PACKET FOR BID NO. 011-11,

2011 FAIRHOPE PAVING PROJECTS

This information is NOT in finished format, but only a draft. It is being provided to interested providers of professional engineering services to give potential responders a general concept of the Project scope.

CITY OF FAIRHOPE

BID INVITATION

March 7, 2011

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. March 29, 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

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: 251-990-0125, 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 TUESDAY, MARCH 14, 2011, AT 10:00 a.m. Public Services Building, 555 South Section St., Fairhope, Al 36632

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

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

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

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws

of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,

Purchasing Manager

Posted 03-07-2011

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 OPENED: 03-29-11

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ITEM I

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, Tuesday, March 29, 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 Monday, March 14, 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.

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. For a Public Works Contract under \$50,0000, no bid bond will be required.

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 bidd 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

Direct questions to the Purchasing Manager.

All Addenda are part of the Contract Documents. Include resultant costs in the bid. Addenda will be issued by FAX to all plan holders on records. It is the responsibility of the 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.

1.20 ERRORS IN BIDS

Vendors, or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the 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

a. 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 coverages specified herein. The City of Fairhope will be listed as “additionally insured” on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

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

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

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

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

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

e. **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.

f. **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), unless crew is covered under Workers Compensation.

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

g. **Commercial General Liability**

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

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

- Coverage to include
 - o Premises and operations
 - o Personal Injury and Advertising Injury

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

h. Automobile Liability

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

- e. Owner's Protective Liability The CONTRACTOR shall at his expense provide Owners Protective Liability policies issued in the name of the OWNER covering its liability for operation of the CONTRACTOR. The policy limits shall be no less than \$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence**

f. Certificate of Insurance

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

1.23 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 15 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

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

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

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

ITEM II

BID FORM

Date: _____

Bid No: 011-11

Project No.: PW002-11

Project Name: 2011 Fairhope Paving Projects

The contractor agrees to complete all the work within NINETY(90) working 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 include or exclude any portion of this bid, or any combination of bid parts reflected below, in the execution of this contract.

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>	\$
<hr/>		
7. BID PART "B"	Total Bid Part "B" <u>(porous asphalt /rock)</u>	\$
<hr/>		
8. BID PART "B"	Total Bid Part "B" <u>(porous asphalt /rock/ Itemized)</u>	\$
<hr/>		
9. BID PART "B"	Price per square yard <u>(porous asphalt/rock)</u>	\$
<hr/>		
10. BID PART "C"	Total Bid Part "C" <u>(micro-surfaced)</u>	\$
<hr/>		
10a. BID PART "C"	Total Bid Part "C" Alternate <u>(pavement rejuvenation)</u>	\$
<hr/>		
11. BID PART "C"	Total Bid Part "C" <u>(micro-surfaced / itemized)</u>	\$
<hr/>		
12. BID PART "C"	Price per square yard <u>(micro-surfaced)</u>	\$
<hr/>		
12a. BID PART "C"	Total Bid Part "C" Alternate <u>(pavement rejuv. / itemized)</u>	\$
<hr/>		
13. BID PART "C"	Price per square yard <u>(pavement rejuvenation)</u>	\$
<hr/>		
14. BID PART "D"	Total Bid Part "D" <u>(milled & overlaid)</u>	\$
<hr/>		
15. BID PART "D"	Total Bid Part "D" <u>(milled & overlaid / itemized)</u>	\$
<hr/>		

16. BID PART "D"

Price per square yard (milled and overlaid)

\$

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. \$ _____

Country Woods Drive \$ _____

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) \$ _____

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)

Fairhope Ave. \$ _____

\$ _____

Bayou Dr. \$ _____

\$ _____

Bancroft Ave. \$ _____

\$ _____

(Note: Parking spaces on Library side of street are excluded from this bid)

Pine St. \$ _____

\$ _____

Equality St. \$ _____

\$ _____

Magnolia Ave. \$ _____
(From Section St. to Bancroft Ave.)

\$ _____

Magnolia Ave. \$ _____
(From Bancroft Ave. to School St.)

\$ _____

Johnson Ave. \$ _____

\$ _____

Belangee Ave. \$ _____

\$ _____

School St. \$ _____
(From Morphy Ave. to Fairhope Ave.)

\$ _____

School St. \$ _____
(From Fairhope Ave. to Bancroft St.)

\$ _____

S. Summit St. \$ _____
(From St. James Ave. to Magnolia Ave.)

\$ _____

S. Summit St. \$ _____

\$ _____

(From Kirkmann Lane to Short St.)

Church St. \$ _____ \$ _____

St. James Ave. \$ _____ \$ _____

Colonial Acres \$ _____ \$ _____
(Hancock Rd., Colonial Drive, Washington Dr., Cherry Ct.)

Ingleside St. \$ _____ \$ _____
(from C.R. 44 to Nichols Ave.)

Ingleside St. \$ _____ \$ _____
(from Nichols Ave. to Fairhope 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
The Colony Shop \$ _____ \$ _____

Parking lot behind
The Masonic Lodge \$ _____ \$ _____

Masonic Drive \$ _____ \$ _____

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	\$ _____	\$ _____

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.)

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 in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____
(print)

Company Address _____

Phone _____

Fax _____

Federal ID Number _____

Foreign Vendor Alabama Registration Number, if applicable _____

Alabama State Contractor's License Number (If Applicable) _____

THIS MUST BE NOTARIZED!

STATE OF _____ }

} ss:

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____

(Type name of bid signer here)

(Type bid signers Title here)

respectively, of _____

(Type company name here)

whose name is signed to the foregoing document and who is 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 _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

END OF BID RESPONSE FORM

ITEM III

PERFORMANCE BOND

KNOW ALL MEN: That we _____

(Insert here the name & address of legal title of the Contractor)

_____ hereinafter called the
Principal, _____ the
and

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

and

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

(\$ _____) 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)

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)

(Corporate Principal Sign Here)

ATTEST:

BY:

(Surety Sign Here)

WITNESS:

BY

COUNTERSIGNED:

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 (\$ _____
)

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, SEALED AND DELIVERED this _____ day of _____,

.

(Individual Principals sign here)

_____(SEAL)

BY: _____(SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST:

BY:

Surety Sign Here

WITNESS:

BY: _____

ITEM IV

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)

person) (one accident) (one

(b) Contractor's Public Liability:

1. Bodily Injury:

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

2. Property Damage:

(each accident) (aggregate)

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

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

2. Property Damage:

(Each Accident)

(Aggregate)

(d) Owner's Protective Liability:

(Each Occurrence)

(Bodily Injury)

(Each Occurrence)

(Property Damage)

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

The insurer agrees with the insured as follows:

- 1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City to which the policy applies.**
- 2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City to which the policy applies.**
- 3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City at the same time that notice thereof is given to the insured.**

4. That it will mail to the City Council of the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City.

Insurer

BY: _____

Authorized Representative

ITEM V

CONTRACT

This CONTRACT is made this _____ day of _____,
by and between the City of Fairhope (hereinafter "OWNER") and
_____ (hereinafter "CONTRACTOR"), on
the

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 request for bid package.**
- 2. The CONTRACTOR shall perform all the WORK described herein.**
- 3. The WORK to be performed under this CONTRACT shall be commenced upon execution of this CONTRACT within FIFTEEN (15) 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 NINETY (90) 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 _____
_____ (\$ _____) as per "Scope of Work" attached. This represents a LUMP SUM payment for performance of the WORK, which payment shall be issued after the contract is fully performed and the OWNER has inspected the WORK. Upon completion of the work, the OWNER will cause notice of final**

completion of the CONTRACT to be published one (1) time in a newspaper of general circulation, published in BALDWIN COUNTY and shall post notice of final completion on its bulletin board for one (1) week, and the CONTRACTOR shall certify under oath that all bills have been paid in full. The parties may complete final settlement any time after the notice has been posted for an entire week.

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

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

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

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

the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

17. The CONTRACTOR shall at all times 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:

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

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: _____

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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

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

.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM VI

SCOPE OF WORK 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 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 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 be replaced IN KIND using standard traffic paint where paint exists, and thermoplastic where thermoplastic exists. The Contractor of Record will provide the City Project Manager 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. 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 with existing elevations. After project is complete, Contractor will re-shoot these same grades, and the Engineer of Record shall certify that there has been no change to these grades.
 - b. Deferriet Court (from Bayview St. west to cul-de-sac)
 - c. Summit Avenue (from Morphy Ave. to St. James Ave.)
 - d. Morphy Avenue (from S. Section St. west to Summit Ave.)
special conditions exist in an area of this street just West of Morphy Avenue..... +/- 8” leveling/wearing course to be applied.
More data provided at Mandatory pre-bid meeting.
 - e. 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)
 - f. Morphy Avenue (from Greeno Road west to Young St.)
Special condition at drain box near Rite-Aid Drug store.
 - g. Druid Hill Drive (from Davis Dr. to dead end)
 - h. Country Woods Drive (in its’ entirety)
 - i. Lowry Drive (in its’ entirety)
 - j. Hucknall Drive (from Lowry Dr. to Lowry Dr.)
 - k. Orange St. Pier Parking lot (in it’s entirety)

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) 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 only.
4. Provide labor and equipment to haul the new 4-29 hot mix asphalt 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.

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.

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)
- b. Fels Avenue (from the beginning,at School St., to dead end)
- c. Miller Avenue (from North Section Street to dead end)
- d. North Mobile St. (from end of existing asphalt to dead end, including turn-around)
- e. Pensacola Avenue (from Seminole Ave. to dead end)

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.

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.

Fairhope Avenue...(From Section St. 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**

Contractor is to shoot existing grades in the

grade elevations must be held here.

sensitive area & provide City Project Manager with existing elevations. After project is complete, Contractor will re-shoot these same grades, and the Engineer of Record shall certify that there has been no change to these grades. 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 Fairhope 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)

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.

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 .**

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 specification. Users should understand areas vary as to the availability of materials are made to determine what materials are mind system compatibility and specific job for answers to questions and for a list of companies.



establish their particular project that almost all geographical materials. An effort should be reasonably available, keeping in requirements. Contact the ISSA ISSA member contractors and

**International Slurry Surfacing
Circle, PMB 250 Annapolis,**

**Association #3 Church
MD 21401 (410) 267-**

0023

www.slurry.org

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		SPECIFICATION
	AASHTO	ASTM	
Settlement of Storage Stability of emulsified asphalts, 24-h			1% Maximum
	T 59	D 6930	
TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
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
Distillation of Emulsified Asphalt Minimum			62%

T 59 D 6997

TESTS ON EMULSIFIED ASPHALT RESIDUE

Softening point of Bitumen (Ring-and Ball Apparatus)			135 degrees F(57 C) Min
	T53	D 36	
Penetration of Bituminous Materials			40-90
	T49	D 5	

¹ The temperature for this test should be held at 350°F (177°C) for 20 minutes. ² 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	SPECIFICATION
------	-------------	---------------

Sand Equivalent Value of Soils and Fine Aggregate	65 Minimum
T176 D 24191	
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium sulfate	15% Max w/ NA2SO4
T104 C 88	25%Max w/MgSo4
Resistance to Degradation of Small-size Coarse Aggregate by Abrasion and impact	
In the Los Angeles Machine¹	30% Maximum
T96 C 131	

¹The abrasion test is run on the parent aggregate.

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
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	—	—	—	

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).

SEIVE SIZE	TYPE II %PASSING	TYPE III %PASSING	STOCKPILE TOLERANCE
3/8 (9.5mm)	100	100	
#4 (4.75mm)	90-100		
70-90	TEST +/- 5%	TEST METHOD SPECIFICATION	
		AASHTO	AS
#8 (2.36mm)	65-90	T 59	D 6930
45-70	Distillation of Emulsified Asphalt	T 59	D 6997
	Tests on Emulsified Asphalt Residue		
+/- 5%	Softening Point of Bitumen (Ring-and-Ball Apparatus)	T 53	D 36
			135°F (57°C) Minimum
#16 (1.18mm)	45-70	T 49	D 5
28-50	Penetration of Bituminous Materials at 77°F (25°C)		
+/-5%			40-90 ₂
#30 (600um)	30-50	TEST METHOD SPECIFICATION	
19-34		AASHTO	ASTM
+/-5%	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	T 96	C 131
			30% Maximum
#50 (330um)	18-30	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING
		12-25	+/-4%
			STOCKPILE TOLERANCE
#100 (150um)	10-21	7-18	+/-3%
#200 (75um)	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	IISA TB NO	SPECIFICATION
Mix time@ 77F (25)	TB113	controllable to 120 sec minimum
Wet cohesion@ 30 minutes minimum(set)		
	TB 139	12 gk-cm minimum
@ 60 minutes minimum (traffic)		
	TB 139	20 kg-cm or near spin minimum
Wet Stripping	TB 114	Pass (90%)
Wet-track Abrasion Loss 1-hr soak	TB 100	50 g/ft (538 g/m) Maximum
6-day soak	TB 100	75 g/ft (807 b/m) maximum
Lateral Displacement		5% Maximum
Specific Gravity after 1000 Cycles of 125 lb (56.71kg)		
	TB 147	2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft (538 g/m) Maximum
Classification Compatibility	TB 144	11 Grade Pts Minimum (AAA,BBB)

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.

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt	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	
TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
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	T 96	C 131	30% Maximum	
	TYPE II PERCENT	TYPE III PERCENT	STOCKPILE	

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 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	10-20 lb./sq. yd

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt	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	

TEST	TEST METHOD	SPECIFICATION
	Airport Runways	(5.4 – 10.8 kg/sq. m)
	Scratch or Leveling Course	As Required
TYPE III	Primary and Interstate Routes	15 – 30 lb./sq. yd. (8.1 – 16.3 kg/sq. m)
	Wheel Ruts	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
M208	D 2397	Specification for Cationic Emulsified Asphalt
T 59	D 6930	Settlement and Storage Stability of Emulsified asphalts

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt	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	
TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			

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

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalts	T 50	D 6907	60% Minimum	

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 75	Sampling Aggregates
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

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 Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt I	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	
TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
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	T 96	C 131	30% Maximum	

TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt I	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	

APPENDIX B

REPROFILING RUTTED WHEELPATHS WITH MICRO SURFACING

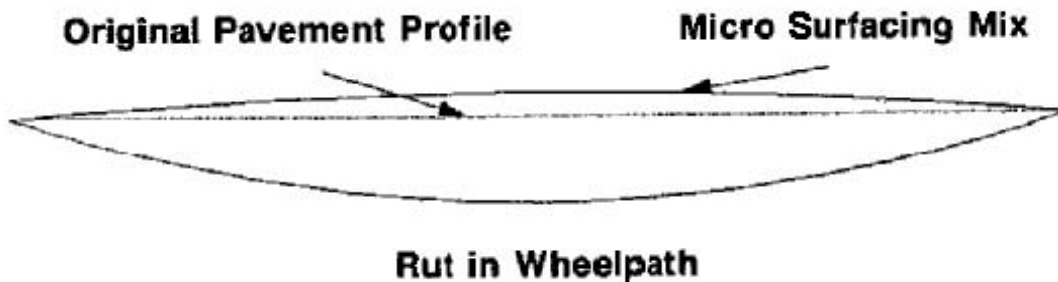
Rule of Thumb

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 DEPTH

MICRO SURFACING QUANTITY NEEDED



TEST	TEST METHOD		SPECIFICATION	ASTM
	AASHTO			
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum	
Distillation of Emulsified Asphalt	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				
0.5 – 0.75" (12.7-19.1mm)		20-30 lb./sq. yd. (10.8 – 16.3 kg/sq. m)		
0.75-1.00" (19.1-25.4mm)		25-35 lb/sq. yd. (13.6-19.0 kg/sq. m)		
1.00-1.25" (25.4-31.75mm)		28-38 lb/sq. yd. (15.2-20.6 kg/sq. m)		
1.25-1.50" (31.75-38.1 mm)		32-40 lb/sq. yd. (17.4-21.7 kg/sq. m)		

**International Slurry Surfacing Association #3 Church Circle, PMB 250
Annapolis, MD 21401 (410) 267-0023
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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 Engineer, 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 Engineer. 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 Engineer 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 Engineer, 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 Engineer, 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" wearing surface. The Contractor will be responsible for the filling of all potholes 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.)

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") 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.

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 OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this 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, document.

signed acceptance

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.

**END OF PRELIMINARY DRAFT OF BID NO 011-11, 2011 FAIRHOPE PAVING
PROJECTS**

