



PROJECT MANUAL

For

SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD

**Shelby County
October 17, 2023**

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
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LIST OF DRAWINGS AND EXHIBITS

[illegible]

STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed bids will be received at the Shelby County Manager's Office at 200 West College St. Room 123, Columbiana, AL 35051 for the Shelby County Landfill Turn Lanes and Access Road Project until November 9, 2023 at 2:00 p.m. and at that time publicly opened.

Plans and specifications will be available at the Shelby County Facilities & General Services Office, 280 McDow Road Columbiana, AL 35051 after 12:00 noon on Monday, October 17, 2023.

Fee is \$100.00 which includes the cost of plans and specifications when picked up at the above office. No refunds will be made. Electronic copies of bid documents may be obtained by email at no charge. To obtain electronic copies, send request to lecroy@shelbyal.com.

A mandatory pre-bid conference will be held at 10:00 a.m. on October 31, 2023 at the Shelby County Administration Building, 200 West College Street, Columbiana, AL 35051. **Attendance at the Pre-Bid Conference IS REQUIRED for all General Contractor Bidders** intending to submit a Proposal, and is highly recommended for Subcontractors. Bids from General Contractors not attending the Pre-Bid Conference will be rejected.

Please contact Gina LeCroy at lecroy@shelbyal.com with any questions regarding this project.

October 15, 2023
October 22, 2023
October 29, 2023

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INVITATION TO BID**

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INVITATION TO BID

Project: Shelby County Landfill Turn Lanes and Access Road project

Owner: Shelby County Commission

Sealed bids will be received from bidders, opened, and publicly read by the Shelby County Commission for the **SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT at the Shelby County Manager's Office, located at 200 College Street Room 123, Columbiana, Alabama, 35051. The owner will receive Bids until 2:00 p.m. on November 9, 2023.**

The owner requires the Project to be complete within **120** working days from date indicated on the notice to proceed.

All interested bidders may obtain copies of the Construction Documents upon receipt of a \$20.00 non-refundable payment. Checks should be made payable to the Shelby County Commission. Interested bidders may obtain Bid Documents from the Shelby County Facilities & General Services Department at 280 McDow Road, Columbiana, Alabama 35051 and contact Gina LeCroy at 205-670-6461 or at rlcroy@shelbyal.com regarding any questions. To obtain electronic copies, send request to rlcroy@shelbyal.com.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price.

Refer to other bidding requirements described in Document 00201 – Instructions to Bidders

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of sixty (60) days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Sections 34-8-1 to 34-8-24, inclusive, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore will not consider any bid unless the bidder produces evidence that he is licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INVITATION TO BID**

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The attention of non-resident bidders is called to the provisions of Alabama Law, Section 39-3-5, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over non-resident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor, and to the requirements that the bid documents tendered by any non-resident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such non-resident contractor's state of domicile as to the preference, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

REQUIREMENTS FOR BIDDERS

Bidding contractor will be required to provide evidence of E-Verify documentation and Section 84 business license.

IMMIGRATION LAW

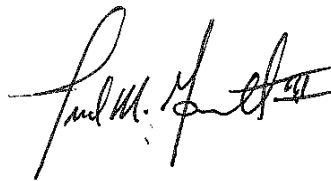
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OPEN TRADE

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please provide your bid response in triplicate, one original and two copies.

The Owner reserves the right to accept or reject any or all Bids.



Fred M. Gauntt, III, PE
Chief Facilities Management Officer
Shelby County, Alabama

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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1.01 SECURITY DOCUMENTS

Approved bidders may obtain Bid Documents from the Department of Environmental Services office located at 1281 Highway 70 Columbiana, AL 35051. Electronic copies of bid documents may be obtained at no cost by sending a request to rlcroy@shelbyal.com.

1.02 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
 4. Telegraphic bid or telegraphic modification of bid will not be considered.
 5. Bids received after the time specified for receiving them will not be considered.
 6. Late bids will be returned to the sender unopened.
 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
 9. It is the sole responsibility of the bidder to see that his bid is received on time.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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1.03 BONDS

A. BID BONDS

1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract Amount or \$10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
2. All Bid Bonds shall be on standard AIA forms.
3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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1.04 PRIOR TO BID

A. Examination of Drawings, Project Manual and Site of Work:

1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Bid Documents, and visit the site of the Work.**
2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Bid Documents.
3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.

B. Interpretation of Bid Documents Prior to Bidding

1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Bid Documents, or finds discrepancies in or omissions from any part of the proposed Bid Documents, he may **submit to the Owner a written request** via email to rlecroy@shelbyal.com for interpretation thereof not later than three days before Bids are specified to be received.
 - a) The person submitting the request shall be responsible for its prompt delivery.
 - b) Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon.**
 - c) The Owner will not be responsible for any other explanations or interpretations of the proposed Bid Documents.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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1.05 BIDS

A. Withdrawal of Bids

1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for opening bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

1. **The Contract, if awarded will be awarded to the responsive low Bidder who proposes the lowest Contract Sum on the basis of the Base Bid plus approved alternates**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project within 24 hours of bid time.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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1.06 EXECUTION OF AGREEMENT

- A. Public Works Contract.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.
- C. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.
- D. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.07 CONTRACT TIMES

- A. Notice to Proceed will be issued after the contract is executed. Thirty (30) calendar days will be allowed for procurement of materials. Contractor agrees that the work will be substantially complete within 120 working days after Notice to Proceed.
- B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
INSTRUCTIONS TO BIDDERS**

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other provisions in the Contract Documents, and whether contemplated or not, and whether or not arising by active interference by the Owner and his agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

- C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time.

D. **Time Extension for Unusually Severe Weather:**

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

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INSTRUCTIONS TO BIDDERS**

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1.08 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$2,600.00 per day shall be applied as damages and not as a penalty.

1.09 COORDINATION

It is the responsibility of the Contractor to schedule and coordinate any required testing.

END OF SECTION 00100

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
BID REQUIREMENTS**

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INSURANCE REQUIREMENTS:

The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days Notice of Cancellation**. Required insurance shall not be written for less than the following limits, or greater if required by law. Additional named insured shall be the Shelby County Commission, its officers, agents, and employees, successors or assigns.

Contractor's Liability Insurance:

1. Worker's Compensation
 - a. State Statutory
 - b. Applicable Federal..... Statutory
 - c. Employer's Liability.....\$500,000
 - d. Benefits required by Union laboras applicable
 - e. Voluntary Compensation \$100,000
 - f. Broad Form all States Endorsement

2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Personal Injury; all as combined single limits):
 - a. Bodily Injury/Property Damage, each occurrence.....\$1,000,000
 - b. Products/Completed Operations annual aggregate.....\$1,000,000

Products and Completed Operations Insurance shall be maintained for 3 years after the work has been completed; Property Damage liability insurance will provide X, C, or U coverage as applicable; Fellow employee Suits to be included.

3. Comprehensive Automobile Liability (owner, non-owned, hired): Combined single limits for bodily injury and property damage:
 - a. Bodily Injury/Property Damage, each occurrence.....\$1,000,000

Indemnity:

The Contractor shall assume all liability for and shall indemnify and save harmless the Shelby County Commission, its officers, agents, and employees, and their successors and assigns, and their consultants and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
BID REQUIREMENTS**

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indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract. The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work".

ADVERTISEMENT OF COMPLETION:

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion (see sample form within this document) The Shelby County Reporter, once a week for four consecutive weeks. Proof of publication of said notice shall be submitted by the Contractor to the Shelby County Commission by affidavit of the publisher and a printed copy of the notice. In no instance shall a final settlement be made upon the Contract until the expiration of thirty (30) days from the completion of the Contract.

END OF BID REQUIREMENTS

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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Bids shall be submitted in triplicate.

DATE: November 9, 2023
2:00 p.m. Local Time

Mr. Chad Scroggins
Shelby County Commission
200 West College Street
Columbiana, AL 35051

Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Bid Documents relating to the construction of:

Shelby County Landfill Turn Lanes and Access Road Project - Shelby County, Alabama

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Bid Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Bid Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Bid Documents, for the following sum of money:

Base Bid - _____

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages as specified.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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4. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Bid Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.
5. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 6 below.
6. The names of all persons interested in foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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Bids shall be submitted in triplicate.

NAME OF FIRM:			
ADDRESS:			
LICENSE #		Date of License:	
CLASSIFICATION:		Monetary Limit:	
SIGNED BY:		TITLE:	
PRINTED NAME:			

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid using the following bid schedule. The Bidder agrees to perform all necessary work described in the **BID DOCUMENTS** for the following **UNIT PRICE BID**:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, and without collusion or fraud.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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BID FORM

ITEM NUMBER	DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	EXTENSION
201A-002	Clearing & Grubbing (Max allowable bid \$8,000 per acre) (Approximately 9.1 acres)	1	Lump Sum		
206D-000	Removing Pipe	83	Linear Foot		
206E-000	Removing Headwalls	4	Each		
210A-000	Unclassified Excavation (74,868 CY)	1	Lump Sum		
210D-011	Borrow Excavation (A4 or Better) (895 CY)	1	Lump Sum		
214A-000	Structure Excavation (319 CY)	1	Lump Sum		
214B-001	Foundation Backfill Commercial (118 CY)	1	Lump Sum		
230A-000	Roadbed Processing (60 RBST)	1	Lump Sum		
301A-020	Crushed Aggregate Base Course, Type B, Plant Mixed, 8" Compacted Thickness	19664	Square Yard		
405A-000	Tack Coat	6330	Gallon		
408B-000	Micro-Milling Existing Pavement (Approximately 0.00" thru 1.00" Thick)	3286	Square Yard		
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	1749	Ton		
424B-650	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	1867	Ton		
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	249	Ton		
424B-681	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Xize Mix, ESAL Range C/D	3092	Ton		
424C-361	Superpave Bituminous Concrete Base Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	453	Ton		
530A-002	24" Roadway Pipe (Class 3 R.C.)	173	Linear Foot		

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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ITEM NUMBER	DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	EXTENSION
530A-003	30" Roadway Pipe (Class 3 R.C.)	142	Linear Foot		
530A-109	66" Roadway Pipe (Class 3 R.C.) (Extension)	44	Linear Foot		
600A-000	Mobilization	1	Lump Sum		
610C-001	Loose Riprap, Class 2	69	Ton		
610D-003	Filter Blanket, Geotextile	1561	Square Yard		
614A-000	Slope Paving	47	Cubic Yard		
619A-003	24" Roadway Pipe End Treatment, Class 1	4	Each		
619A-004	30" Roadway Pipe End Treatment, Class 1	4	Each		
619A-010	66" Roadway Pipe End Treatment, Class 1	2	Each		
620A-000	Minor Structure Concrete	1	Cubic Yard		
621A-009	Junction Boxes, Type 2P	1	Each		
623B-001	Concrete Curb, Type N Special	46	Linear Foot		
623C-000	Combination Curb & Gutter, Type C	1026	Linear Foot		
650A-000	Top Soil (3586 CY)	1	Lump Sum		
652A-100	Seeding	7	Acre		
656A-010	Mulching	7	Acre		
659C-002	Erosion Control Product	1029	Square Yard		
665A-000	Temporary Seeding	7	Acre		

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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ITEM NUMBER	DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	EXTENSION
665B-001	Temporary Mulching	21	Ton		
665E-000	Polyethylene	1000	Square Yard		
665I-000	Temporary Riprap, Class 2	21	Ton		
665J-002	Silt Fence	4500	Linear Foot		
665N-000	Temporary Coarse Aggregate, ALDOT Number 1	200	Ton		
665O-001	Silt Fence Removal	4500	Linear Foot		
665Q-001	Wattle	1280	Linear Foot		
680A-001	Geometric Controls	1	Lump Sum		
701A-227	Solid White, Class 2, Type A Traffic Stripe (5" WIDE)	3	Mile		
701A-230	Solid Yellow, Class 2, Type A Traffic Stripe (5" WIDE)	4	Mile		
701B-207	Dotted, Class 2, Type A Traffic Stripe (5" WIDE)	1074	Linear Foot		
701C-003	Solid Temporary Traffic Stripe (PAINT)	11	Mile		
703A-002	Traffic Control Markings, Class 2, Type A	4006	Square Foot		
703B-002	Traffic Control Legends, Class 2, Type A	113	Square Foot		
703D-002	Temporary Traffic Control Markings (PAINT)	522	Square Foot		
705A-030	Pavement Markers, Class A-H, Type 2-C	135	Each		
705A-037	Pavement Markers, Class A-H, Type 2-D	119	Each		
705A-038	Pavement Markers, Class A-H, Type 2-E	337	Each		
710A-160	Class 10, Aluminum Flat Sign Panel 0.08" Thick (Type XI Background)	39	Square Foot		

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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ITEM NUMBER	DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	EXTENSION
710B-021	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 GA Square Tubular Steel	112	Linear Foot		
740B-000	Construction Signs	271	Square Foot		
740D-000	Channelizing Drums	70	Each		
740E-000	Cones (36 Inches High)	70	Each		
740F-002	Barricades, Type III	6	Each		
740M-001	Ballast for Cone	70	Each		
				TOTAL BID =	

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROJECT SUMMARY**

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Part 1 – General

1.1 SECTION INCLUDES

- A. Summary of the Work
- B. General Requirements
- C. Special Project Procedures

1.2 SUMMARY OF THE WORK

1.3 GENERAL REQUIREMENTS

- A. *Manufacturers Qualifications:* The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.
- B. *OWNER shall pay for all laboratory inspection services:* All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.
- C. *Compliance with state and local laws:* Comply with all applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws or regulations.
- D. *Protection of public and private property:* Take special care in working areas to protect public and private property. The CONTRACTOR shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, fences, drain pipes, sewer drainage ditches, all properties and fixtures (both permanent and temporary) and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done.
- E. *Markers:* Preserve all USGS, State of Alabama, and private markers; do not remove or disturb any such markers without prior approval from the OWNER. Any removal and replacement of such markers shall be at the expense of the CONTRACTOR.

SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT

PROJECT SUMMARY

Section 00 1010 - Page 2 of 3

- F. *Pavement repair and/or replacement:* Whenever pipe trenches are cut across or along existing roadway, pavement or shoulders, backfill same and restore traffic over the cuts as quickly as possible. Add material and otherwise maintain such surface until the permanent pavement is restored (by the Contractor) or until the entire project is accepted.
- G. *Approved chemicals:* All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, fertilizer or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with instructions.
- H. *Catalog data for OWNERS:* Provide duplicate complete, bound sets of a compilation of catalog data of each manufactured item of mechanical and electrical equipment used in the work, and present this compilation to the ENGINEER for transmittal to the OWNER before payment of more than ninety percent (90%) is made. Include descriptive data and printed installation, operating, and maintenance instructions (including a parts list for each item of equipment). Provide a complete double index as follows:
 - a. Listing the products alphabetically by name.
 - b. Listing alphabetically the names of manufacturers whose products have been incorporated in the work, together with their addresses and the names and addresses of the local sales representative.
- I. *Drawings of Record:* the OWNER prior to approval of pay requests will review the record drawings. Up-to-date record drawings are a precedent to monthly payments to the CONTRACTOR. The CONTRACTOR shall provide and keep up-to-date a complete record set of blue line prints, which shall be corrected daily to show every change, and the approved shop drawings. Keep this set of prints at the job site and use only as a record set. This shall not be construed as authorization for the CONTRACTOR to make changes in the approved layout without definite instructions in each case. Submit the set to the ENGINEER upon completion of the project.
- J. *Preservation of Existing Vegetation:* Take reasonable care during construction to avoid damage to vegetation. Where the area to be excavated is occupied by trees, brush, or other uncultivated vegetable growth, clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROJECT SUMMARY**

Section 00 1010 - Page 3 of 3

“Neither OWNER nor ENGINEER makes any warranties or representations about any subsurface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of subsurface conditions that may be encountered by performing on-site inspections, core drilling or other methods. The risk of encountering and correcting such subsurface conditions shall be borne solely by the CONTRACTOR, and the Contract Price shall include the cost of performing the work complete in- place within the Contract Time and in accordance with the terms and conditions of the Contract Documents.”

- K. *Utilities:* The CONTRACTOR is to contact the OWNER of all underground utilities before beginning construction in the area. Carefully protect from damage all utilities in the vicinity of the work at all times. If it is necessary to repair, remove, and/or replace any such utility in order to complete the work properly, do so in compliance with the rules and the regulations of the particular utility involved. Any such work shall be considered incidental to the construction or repairs of utility lines, and no additional payment will be allowed therefore.

Part 2 – Products

Part 3–Execution

End of Section

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROJECT NOTES**

Section 00 1020 - Page 1 of 2

1. The successful bidder, upon notification by the County, shall have ten (10) days to execute a contract pertaining to the scope of work as identified within this bid proposal package. Failure to do so shall result in forfeiture of the bidder's bond subject to stipulations as provided herein.
2. After the contract is signed and executed by both parties, the County shall issue a "Notice to Proceed" to the successful bidder.
3. Upon failure of the Contractor to complete the contract work within the specified required time of performance, the Contractor shall be assessed liquidated damages of the amount specified in Section 00201-1.08 "Liquidated Damages". The contractor shall locate all utilities prior to commencing construction. Prior to the start of construction, the contractor shall field verify the locations of all pipes, power lines, and utilities to check for conflicts with the construction project. The Contractor shall notify the County immediately if a conflict is found prior to commencement of construction. It shall be the responsibility of the Contractor to determine the exact location of all existing utilities, whether shown on the plans or not. In the event of a conflict it shall be the responsibility of the contractor to cooperate with the applicable utility company.
4. It is the responsibility of the contractor to verify all quantities and site conditions prior to bidding. The Contractor shall notify the Owner prior to bidding of any discrepancies in the plans.
5. **The County shall be responsible for obtaining all required ADEM NPDES Construction permits. The CONTRACTOR shall be responsible for satisfying all the requirements associated with the storm water permit and any violations of such permit shall be the sole responsibility of the CONTRACTOR.**
6. All erosion control devices when required shall be installed and maintained per ALDOT and ADEM BMP specifications.
7. Control points required to perform the layout and other engineering controls shall be provided for the contractor. No grade book will be provided only field control points and data that is found in the plans. CAD files will be furnished upon request.
8. The roadway will be closed to all traffic during construction. Traffic must be maintained and traffic control devices maintained per the project specifications at each end of the project.
9. The contractor will be responsible for all construction signs and traffic control required to control local traffic during work. All temporary traffic control devices if required shall be performed in conformance with the MUTCD Part VI.
10. The Contractor will be responsible for any and all aspects of job safety. The engineer will not supervise or inspect any safety feature.
11. It shall be the duty and the responsibility of the Contractor to give notification to the Project Engineer 24 hours prior to commencement of any construction activity. Failure to notify as required may be grounds for non-acceptance.
12. **The Owner reserves the right to omit and self perform or individually contract any individual quantity item and award any combination of base bid and alternates.**

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROJECT NOTES**

Section 00 1020 - Page 2 of 2

13. Proof of Competency of Bidder – Upon request prior to award of bid the County may request any bidder to furnish additional evidence satisfactory to the County that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project.

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for processing the following:
 - 1. Schedule of Values
 - 2. Cash flow projections for the project
 - 3. Lump Sum and Unit prices (if any)
 - 4. Payment applications
 - 5. Payments at substantial completion
 - 6. Payment at final completion
 - 7. Identification of substitutions and alternatives in payment requests
 - 8. Accounting of Change Order amounts and allowances, and similar cost and pay-out related requirements

1.2 LUMP SUM PRICE SCHEDULE

- A. General:
 - a. It is recognized that this project is a lump sum bid as listed in the Bid Form, and that the Owner- Contractor Agreement records acceptance or rejection of the bid price, either as bid or as otherwise agreed upon by the date of the Agreement.
 - b. It is recognized that the utilization of the lump sum price contain total costs as defined therein, and include each entity's total cost to include margins for overhead and profit.

1.3 PAYMENT REQUESTS

- A. General:
 - a. Except as otherwise indicated in the Contract Documents, comply with the procedures and requirements of the General Conditions, including the submittal of supporting documentation and waivers or releases of lien.
 - b. Refer to the Supplementary Conditions for requirements concerning "retainage" by Owner on payment.
 - c. Except as otherwise indicated, sequence of progress payments shall be made on a regular basis, and each must be consistent with previous applications and payments.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
COST REPORTING AND PAYMENTS**

SECTION 00-1025 – Page 2 of 2

B. Payment Application Times:

The period of construction work covered by each payment request is the period indicated in the General Conditions.

C. Final Payment Application:

- a. The administrative actions and submittals which must precede or coincide with submittal of the final payment application can be summarized as follows but not necessarily limited to these:
 - i. Completion of project closeout requirements
 - ii. Completion of items specified for payment application at time of substantial completion (regardless of whether such application was made).
 - iii. Written assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
 - iv. Transmittal of required project construction records to Owner.
 - v. Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
 - vi. Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
 - vii. Final payment for the work to be performed under this project shall be in accordance with the advertisement of completion requirements as set forth in the State of Alabama Public Works Bid Law.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
MEASUREMENT AND PAYMENT**

SECTION 00-1026 – Page 1 of 1

Part 1 – General

1.1 SECTION INCLUDES

- A. The entirety of the Project shall be bid lump sum price. The Bidder agrees to perform all necessary work described in the Contract Documents. Alterations to the Construction Contract will be based on the lump sum price established in the Base Bid Schedule, and the Bidder will receive no additional compensation for items covered under this scope. All materials and services provided for construction on this project shall meet or exceed the requirement of the project specifications outlined herein.
- B. Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the Bid Form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work and shall be subsidiary obligation to the items of work being performed.

END OF SECTION

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 1 of 3

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for considering and processing Change Orders.
- B. Related Requirements:
 - a) Agreement: The amounts of established unit prices
 - b) Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
 - 2. Contractor's claims for additional costs
 - c) Section 01025: Cost Reporting and Payments

1.2 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate a potential change by submitting a Proposal Request to Contractor. Request will include the following:
 - a) Detailed description of the change, products, and location of the change in the Project.
 - b) Supplementary or revised drawings and specifications.
 - c) The Projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - d) A specific period of time during which the requested price will be considered valid.
 - e) Such request is for information only, and is not an instruction to execute the changes, nor is it a mandate to stop work in progress.
- B. Provide full written data required to evaluate changes.
 - a) Maintain detailed records of work performed on a time-and-material/force account basis.
 - b) Provide full documentation to Owner upon request.
- C. Designate in writing the member of Contractor's organization:
 - a) Who is authorized to accept changes in the work
 - b) Who is responsible for informing others in the Contractor's organization of the authorization of changes in the work.
- D. Owner will designate in writing the person who is authorized to execute Change Orders.

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 2 of 3

1.3 CONSTRUCTION CHANGE DIRECTIVES

- A. In absence of total agreement on the terms of a Change Order, the Owner may prepare and issue a Construction Change Directive directing a change in the work, for subsequent inclusion in a Change order.
 - a) Construction Change Directive will describe changes in the Work, and describe the method of determining any change in the Contract Sum or Contract Time, or both
 - b) The Owner will sign construction Change Directive

- B. Upon receipt of a Construction Change Directive, Contractor shall do the following:
 - a) Promptly proceed with the change in the work involved
 - b) Promptly advise the Owner of the Contractor's agreement or disagreement with the method, if any provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- C. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them.
 - a) Such agreement shall be effective immediately and shall be recorded as a Change Order
 - b) If Contractor does not respond promptly or if he disagrees with the Construction Change Directive, he shall comply with General Conditions.

- D. A Construction Change Directive shall be processed in compliance with requirements of the General Conditions.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

- B. On request provide additional data to support time and cost computations:
 - a. Labor required
 - b. Equipment required:
 - i. Recommended source of purchase and unit cost
 - ii. Quantities required
 - c. Taxes, insurance and bonds
 - d. Credit for work deleted from Contract, similarly documented
 - e. Overhead and profit, for subcontractor and General Contractor separately
 - f. Justification for any change in Contract Time

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 3 of 3

- C. Support each claim for additional costs, and for work done on a time-and – material/force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
 - a. Name of the Owner's authorized agent who ordered the Work, and date of the order
 - b. Dates and hours work was performed, and by whom
 - c. Time record, summary of hours worked, and hourly rates paid
 - d. Receipts and invoices for:
 - e. Equipment used, listing dates and times of use
 - f. Products used, listing of quantities
 - g. Subcontracts
 - h. Overhead and Profit, taxes, insurance
- D. Document requests for substitutions for Products as specified elsewhere in Division One

1.5 PREPARATION OF CHANGE ORDERS

- A. Contractor will prepare each Change Order.
- B. Change Order will describe change in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.6 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub-schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

Part 1 – General

1.1 PRE-CONSTRUCTION MEETING

- A. Schedule meeting within the early stages of Construction as determined by the owner.
- B. Suggested Agenda: Contractor shall prepare written material, distribute lists, and discuss the following:
 - a. Identification of major Subcontractors and Suppliers
 - b. Projected construction schedule (To be supplied in bar chart format by the Contractor prior to beginning work)
 - c. Critical work sequencing
 - d. Major Equipment deliveries and priorities
 - e. Project coordination, including designation of responsible persons
 - f. Procedures for, and processing of:
 - i. Field decisions
 - ii. Proposal requests
 - iii. Submittals
 - iv. Change orders
 - v. Applications for payments
 - g. Adequacy of distribution of Contract Documents
 - h. Procedures for maintaining Record Documents
 - i. Use of premises
 - i. Work and storage areas
 - ii. Owner's requirements
 - j. Construction facilities, construction aids, and controls
 - k. Temporary utilities
 - l. Safety and first aid procedures
 - m. Security procedures
 - n. Housekeeping procedures
 - o. Working days/hours
 - p. Erosion control and stormwater management

1.2 PROGRESS MEETINGS

- A. Schedule progress meetings as determined by the owner when they are necessary.
- B. Suggested Agenda:
 - a. Review and approval of minutes of previous meeting
 - b. Review of work progress since previous meeting
 - c. Field observations, problems, conflicts.
 - d. Problems which impede construction schedule

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
PROJECT MEETINGS**

SECTION 00-1200 – Page 2 of 2

- e. Corrective measures and procedures required to regain projected schedule
- f. Revisions to construction schedule
- g. Plan progress and schedule for succeeding work period
- h. Coordination of schedules
- i. Review submittal schedules; expedite as required
- j. Review proposed changes for:
 - i. Effect on construction schedule and on completion date
 - ii. Effect on other contracts of the Project
- k. Other Business

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CONSTRUCTION SCHEDULES**

SECTION 00-1310 – Page 1 of 2

Part 1 – General

1.1 SECTION INCLUDES

Procedures for preparation, submission and review of “Horizontal Bar Type”
Progress or Construction Schedules for the entire project, and bi-weekly updating.

1.2 FORM OF SCHEDULES

Prepare Construction Schedules in the form of a horizontal bar chart prior to commencing the work. Work shall not commence until the Contractor submits the project schedule for review.

1.3 CONTENT OF SCHEDULES

- A. Construction Schedules shall include the following:
 - a. Complete sequence of construction by activity.

1.4 SUBMITTALS

- A. Submit Design and Construction Schedule within five (5) calendar days after date of a contract award
 - a. Owner will review design and schedule and return a copy marked approved or with comments.
 - b. If required, resubmit for final review.

1.5 DISTRIBUTION

- A. Distribute copies of approved Design and Construction Schedule to job file and other concerned parties.
- B. Instruct all recipients to report any inability to comply and provide detailed explanation with suggested remedies.

1.6 DURATION AND MILESTONES

- A. The Contract Time shall commence to run on the date of issuance of the Notice to Proceed. The project shall be substantially completed within 60 working days after the Contract Time commences to Run. Upon reaching substantial completion, the successful contractor will be issued a letter stating the project has reached substantial completion, the work will be inspected, and a punch list will be generated and forwarded.
- B. The Contractor shall prosecute the work diligently and will avoid interfering with or delaying any progress of any other Contractors or the Owner's own forces on other project related work.
- C. The Contractor shall be allowed 30 calendar days from the date of award to

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CONSTRUCTION SCHEDULES**

SECTION 00-1310 – Page 2 of 2

procure all required materials after such period, contract time charges shall commence. Contract time in the amount of 60 working days will be allowed.

Part 2 - Products

Not used

Part 3 - Execution

Not used

END OF SECTION

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
LAND EROSION AND EROSION CONTROL**

Section 00 2950 - Page 1 of 3

Part 1 – General

1.01 SCOPE OF WORK

- A. This section shall be done as a part of Section 02110 "Site Clearing".
- B. Work of this section includes the installation of devices to collect or trap silt from leaving the site as indicated on drawings, permanent vegetation, temporary vegetation, etc.
- C. Work shall comply with the latest edition of city ordinance and/or regulations and requirements of any governing authorities in clearing and erosion control.
- D. The intent of these specifications is for the contractor to control the erosion produced by this site development using this section as minimum standards. Do not allow silt or erosion to leave the site.
- E. An NPDES permit has been issued for this site, the contractor shall be responsible for compliance with the requirements of that permit, to include monitoring, reporting, testing, installation and maintenance of sediment devices.
- F. All areas disturbed that are not paved or otherwise occupied by buildings shall be stabilized as indicated on drawings. If the drawings do not indicate a specific treatment the area shall be stabilized with a minimum of seed and mulch or hydro seed with mulch.

1.02 REFERENCES – Alabama Department of Transportation – Standard Specifications for Highway Construction – Section 650 Topsoil, Section 651 Ground Preparation and Fertilizing for Erosion Control, Section 652 Seeding, Section 654 Solid Sodding, Section 656 Mulching, Section 657 Grassy Mulch, Section 658 Hydroseeding and Mulching

Part 2 – Products

MATERIALS:

- A. Solid Sod: As indicated on landscape plans and as warranted by site conditions, or where no landscape requirements are provided, refer to applicable AL. D.O.T. sections.
- B. Temporary Cover: Rapidly growing plants, such as annual rye grass, small grain, sudangrass and millet as approved by Engineer.
- C. Fibrous Materials: An open mesh, web-like material such as jute netting, cotton and paper netting, fiber grass or plastic, that will allow surface drainage to seep through and approved by Engineer.
- D. Rip Rap: Per drawings meeting the requirements of Alabama Department of Transportation Standard Specification Section 610. Also, see Section 02200 "Earthwork".
- E. Crushed Stone: Per drawings and/or a stone ranging in size from one-half inch to two inches.
- F. Silt Fence: A porous netting on steel or wood post designed for sediment control and approved by Engineer.
- G. Topsoil: Topsoil shall meet the requirements of the Alabama Department of Transportation Standard Specification Section 650.

Part 3 – Execution

3.01 PREPARATION

- A. Clearing and grubbing shall be kept to a minimum until erosion control devices are in place.
- B. Erosion control devices shown on plans shall be installed as a minimum that will not let silt leave the project confines due to unseen conditions or accidents. Additional measures may be necessary to prevent silt or erosion from leaving the site and the contractor's responsibility shall be to insure that erosive actionable material remains on site at no additional cost to owner.
- C. Erosion control devices shall be installed before any grading operations begin. Devices shall be maintained daily during rough site grading.
- D. A blanket of clean, crushed stone shall be installed at construction entrances and at any area used for parking. Stone shall be maintained during all phases of grading.
- E. Temporary rip rap shall be installed at exits of all storm water structures or outlets to prevent erosion.
- F. Filter traps shall be installed at all inlet structures to keep piping systems free of siltation, as indicated on plans and details. If not shown on plans, install as a minimum straw bales around inlets with stakes to hold in place. Bales shall be placed end-to-end around inlet and will not allow silt to pass through them. Traps shall remain in place and in good working condition until pavement is in place.
- G. All disturbed areas shall be seeded and mulched as soon as possible. To stabilize soils, temporary seeding and mulching is required in disturbed areas that will remain unfinished for extended periods.
- H. Any temporary or permanent stockpiles of topsoil, unsuitable material, excess material, etc., stored on site shall be confined with silt fence and vegetation.
- I. Contractor shall obtain any erosion control permits required for any work on other sites where borrow and/or waste material may be hauled.
- J. The Contractor is responsible for control of dust, runoff from grading operations that might cause siltation or pollution of streams. Necessary signs, flagmen, barricades and lights to protect the public are to be provided by the Contractor. All traffic control, markings, signs shall be in accordance with the National Manual of Uniform Traffic Control. Any road or street damaged that is used by the Contractor's equipment is the responsibility of the Contractor.

3.02 TEMPORARY ACCESS ROAD AND STAGING AREA (All-weather)

- A. Lump Sum price will include access road and staging area. Access and staging will be all-weather surface maintained by site contractor. "All-weather" means site contractor is responsible for all maintenance resulting from roadway use by building contractors as well as by acts of weather.
- B. All-weather material will be crushed stone. This material will be placed six inches (6") thick above finish subgrade. As site contractor prepares an area for final base and

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
LAND EROSION AND EROSION CONTROL**

Section 00 2950 - Page 3 of 3

paving, he will remove excess material to top of subgrade. Clean, uncontaminated material may be used for base material.

- C. Areas beyond limits of work shall be protected and shall remain undisturbed. No trees or underbrush shall be disturbed or scarred. No siltation or erosion beyond limits of work will be permitted. Contractor shall use brush barriers, settling ponds, silt fences, bales of hay, or other methods to prevent sedimentation, siltation, or erosion beyond limits of clearing. All work shall be in accordance with site plans, details, and site specifications. No stream shall be polluted with oils, asphalts or greases. Any damage to areas beyond limits of work damaged by Contractor shall be repaired to Owner's satisfaction at no cost to Owner.

3.03 SLOPE PROTECTION

- A. Diversion dikes shall be set up at top of slopes and channel water to discharge points, where temporary sediment basins shall be installed to control storm water.
- B. Temporary vegetation shall be applied to slopes and drainage areas following completion of any phase of grading. Refer to landscape specifications for seeding requirements.

3.04 VEGETATION

- A. Temporary vegetation shall be installed, per landscape specifications issued for this project, within thirty (30) working days following completion of any phase of grading.
- B. Permanent vegetation shall be installed within twenty (20) working days following completion of grading. Permanent vegetation shall be per landscape specifications issued for this project.
- C. Contractor shall place four inches (4") of topsoil in all areas to be landscaped.

3.05 MAINTENANCE

- A. Erosion control devices and vegetation shall be inspected daily. Any damage will be repaired by the end of that day.
- B. Cleaning out of sediment from pipe and structures shall be maintained throughout construction. Silt shall be placed or removed from site per this specification.
- C. Sediment devices shall remain in good working conditions for duration of the contract. Devices shall be left in place after completion of project.
- D. Any silt or soil that leaves the site shall be removed and repaired to the land owner's satisfaction.

3.06 NPDES – comply with all criteria of the NPDES permit issued for this project.

3.07 PAYMENT: All work in this Section is to be included in the Lump Sum pricing.

END OF SECTION



SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$100,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____ by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR). This agreement concerns: _____ as described in the noted attached plans index, specifications index, project issued addenda 1,2,3,4 & 5, and the contractor's bid (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT as specified in design and bid specifications dated _____, which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also attached bid by CONTRACTOR on the _____) and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.
- D) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed _____ (____) working days beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.
- (e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Manager,
Shelby County Department of Facilities and General Services
280 McDow Road
Columbiana, Alabama 35051
(205) 670-6461
Email: trey@shelbyal.com

(2) CONTRACTOR: _____

(f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the representative of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the COUNTY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the COUNTY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the COUNTY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

(g) Attachment A - Supplemental Conditions is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____ (\$_____). Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site,

and after fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. The CONTRACTOR immediately after the completion of the contract give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective

date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties

acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation.

Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

The COUNTY shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from CONTRACTOR's performance of this Contract, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. The CONTRACTOR shall further indemnify the COUNTY and hold the COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the COUNTY in defending any claim or lawsuit made against the COUNTY by any person, firm, or corporation arising directly or indirectly out of any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto. IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

SHELBY COUNTY

By: Chad Scroggins
County Manager

Date

ATTEST:

CONTRACTOR

By (print): _____

Title: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 1) Work must be coordinated with the COUNTY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated _____, 202__ is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by COUNTY. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment

Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility, the work shall be scheduled after hours as necessary.

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency:
- B. Have not within a three year period preceding this covered transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and
- D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date _____, 20__ .

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
as Principal, _____ and
_____ and
_____ as Surety, are held and
firmly bound unto the County of Shelby, in the penal sum of
_____ and /100 Dollars (\$ _____), for
the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this _____
day of _____, 20____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound
_____ have this day entered into a Contract with the said Shelby County
Commission for the completing the project described in the attached plans and specifications on CR
83 in Vincent in Shelby County, to-wit: known as Buck Creek Greenway Project, located within the
said County, a copy of which said Contract is hereto attached.

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

PROVIDED, FURTHER, THAT upon failure of the said _____, to
promptly and efficiently prosecute said work, in any respect, in accordance with the Contract, the
above bound _____

_____,
as Surety, shall take charge of said work and complete the Contract at their expense, pursuant to its
terms, receiving however, any balance of the funds in the hands of said County due under said
Contract. Said Surety may, if they so elect, by written direction given to the Shelby County
Commission authorize the Commission to advertise for bids to complete the said Contract at the
expense of said Surety, and such Surety hereby agree and bind themselves to pay the expense of
the completion of such work, less any funds in the hands of the County remaining due to the above
bound Contractor.

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

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

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

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

WITNESS our hands and seals this _____ day of _____ 2006.

(L.S)

(L.S.)
Contractor

Surety

By _____

Address _____

**BOND FOR
PAYMENT OF
LABOR, MATERIAL, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____, as
Principal, _____ and
and _____

_____ as Sureties, are held and firmly
bound unto the County of Shelby, in the penal sum of
_____ and /100 Dollars (\$ _____), for the payment
of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this
_____ day of _____, 20____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound _____ have this day entered into a Contract with the said
County of Shelby for the for the completing the project described in the attached plans and
specifications, to-wit: known as Buck Creek Greenway Project, located within the said County, a
copy of which said Contract is hereto attached.

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

PROVIDED, FURTHER, in the event that the said _____ as such
contractor shall fail to make prompt payment to all persons supplying him or them with labor,
materials, feed-stuffs, or supplies for or in the prosecution of the work provided in such contract, the
above bound _____ as
Surety shall be liable for the payment of such labor, materials, feed-stuffs or supplies and for the
payment of reasonable attorney's fees incurred by the successful claimants of plaintiffs in suits on
said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended, are made a part of
this obligation, and this instrument is to be construed in connection therewith.

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

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

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

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

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

WITNESS our hands and seals this _____ day of _____ 20____.

_____ (L.S)	_____ (L.S.)
	Contractor
_____	_____
_____	_____

Surety	
By _____	
Address _____	

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

(Please Print) Name and Title of Signer

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE OF AWARD

To: _____

Date: _____

Project: Shelby County Landfill Turn Lanes and
Access Road Project

The OWNER has considered the BID submitted by you for the above described PROJECT in the
bid received _____.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Please make your required submittals in the bid documents to be reviewed and approved prior
to fabrication of the materials.

Owner

By: _____

Fred M. Gauntt III, PE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the
_____ day of _____, 2023.

Contractor

By _____

Title

NOTICE TO PROCEED

To: _____ Date: _____, 2023

Project: Shelby County Landfill Turn Lanes and Access Road Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____ and you are to complete the WORK within _____ WORKING days thereafter. The date of completion of all WORK is therefore approximately _____.

Shelby County, AL
Owner

By: Fred M. Gauntt, III, PE
Title: Manager, Facilities &
General Services

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this the _____ day of _____, 2023.

Contractor

By

Title

PUBLIC WORKS CONTRACT
SHELBY COUNTY COMMISSION

CHANGE ORDER

DATE:

CHANGE ORDER NO:

PROJECT:

CONTRACTOR:

CONTRACT DATE:

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT:

IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS YOU ARE INSTRUCTED TO FURNISH:

AMOUNT OF ORIGINAL CONTRACT	\$	\$0.00
AMOUNT OF PREVIOUS CHANGES	\$	\$0.00
AMOUNT OF THIS CHANGE	\$	\$0.00
TOTAL AMOUNT OF ADJUSTED CONTRACT	\$	\$0.00

NOTE: IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE IS COMPENSATION IN FULL FOR CHANGES AS INDICATED. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL RIGHTS FOR ANY ADDITIONAL COMPENSATION ARE WAIVED CONCERNING THE CHANGES CONTAINED HEREIN.

Shelby County Commission

BY:

TITLE:

Owner

DATE:

BY:

TITLE:

Chief Facilities Management Officer

DATE:

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____ (Contractor), has completed the Contract for (Construction / Renovation / Alternation / Equipment / Improvement) of the "Insert Project Name"

at "Insert Address"

for the State of Alabama and the County of Shelby, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify:

(Architect)

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding \$50,000.00 for project less than \$50,000.00, run one time only. Proof of publication is required.

Shelby County

Affidavit for Payment of Debts Incurred on Construction Projects

Project No. _____
County _____
Contractor _____
Description and Location of Project _____

This is to certify that all known debts for labor and materials used on the project and all approved sub-contractual obligations associated with the construction of Project _____, _____ County, have been paid or will be paid within five (5) days after final payment.

Sworn to this the _____ day of _____, _____.
(Month) (Year)

(Name)

(Title)

(Contractor)

Sworn to and subscribed before me on the _____ day of _____, _____.
(Month) (Year)

(Notary)

For _____ County _____ State

My commission expires _____
(Date)



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities*.]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

WHAT'S NEW?

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