

ADVERTISEMENT, PROPOSAL, SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

**Chief Ladiga Landing
Additional Parking
CCP 08-111-24
Calhoun County Commission
Calhoun County, Alabama**

**FRED WILSON, COMMISSIONER, DISTRICT 1
DANNY SHEARS, COMMISSIONER, DISTRICT 2
CAROLYN HENDERSON, COMMISSIONER, DISTRICT 3
TERRY HOWELL, COMMISSIONER, DISTRICT 4
LEE PATTERSON, COMMISSIONER, DISTRICT 5**

JONATHAN W. GADDY, COUNTY ADMINISTRATOR

RODNEY MCCAIN, COUNTY ENGINEER

JULY 2024

C O N T E N T S

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I. ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Calhoun County Commission in the offices of the Calhoun County Commission in the Ken Joiner Calhoun County Administrative Building, 1702 Noble Street, Suite 103 Anniston, Alabama, until **2:00 P.M. on August 27, 2024** and then publicly opened, in the Calhoun County Commission Meeting Room, for furnishing all labor, materials, other than materials supplied by the Calhoun County, supplies and equipment, and performing all work required by and described as follows:

Chief Ladiga Landing

Additional Parking

Approximate Address: 7203 Alexandria Jacksonville Hwy Jacksonville, AL 36265

Project No. CCP 08-111-24

Calhoun County Commission

Calhoun County, Alabama

Work Shall Include But Not Be Limited To The Following:

- **Gazebo construction**
- **Curb & Gutter installation**
- **Conduit Installation**
- **Base & Pave**
- **Light Post Installation**
- **Sidewalk construction**

All work for the Project shall be completed within 45 working days from the date of Notice to Proceed.

All bids must be on blank forms provided in the Specifications and submitted in their entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to the Calhoun County Commission, Anniston, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars (\$10,000), shall be filed with the proposal, the Bidder's Bond being prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A Performance Bond in the form and terms approved by Calhoun County in an amount not less than the sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by Calhoun County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor, materials and supplies. In addition, the Contractor must furnish to Calhoun County at the time of signing of the contract a certificate of insurance coverage as provided in the specifications which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming Calhoun County, its officers, employees, servants and agents and the Calhoun County Commission and its Commissioners, officers, employees, servants and agents as additional named insureds, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said contract.

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

Plans and Specifications are on file and may be seen in the **Calhoun County Engineer's Offices, 160 Seaton Drive, Anniston, Alabama 36205** or e-mail highway@calhouncounty.org. Specifications may be obtained at the **Calhoun County Engineer's Offices, 160 Seaton Drive, Anniston, Alabama 36205 Monday through Friday 8:00 A.M. to 3:00 P.M.**

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

In awarding the contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. (See Preference to resident contractors in letting of certain contracts. § 39-3-5, Code of Alabama 1975, as amended.)

A nonresident bidder is a contractor which is neither organized and existing under the laws of the State of Alabama, nor maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent branch office within the

State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Calhoun County Commission, Calhoun County, Alabama.

Calhoun County, Alabama
Calhoun County Commission
By: Carolyn Henderson, Chairwoman

II. INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS

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

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CALHOUN COUNTY

Calhoun County will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE TO BIDS

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

4. ALTERNATE BIDS

Alternate bids will not be considered unless called for.

5. SPECIFICATIONS AND SCHEDULES

The Specifications, conditions, schedules and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of bidders by the office indicated in the advertisement of invitation.

6. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

7. OWNER

Where the word "Owner" appears herein, the same refers to Calhoun County, Alabama, and includes Calhoun County, Alabama and its governing body.

8. GUARANTY AND INSURANCE

Security is required to insure the execution of a contract and the furnishing of a performance bond, a payment bond and evidence of insurance, as herein required, and no bid will be considered unless it is so guaranteed. The Bidder must furnish with his bid a guaranty bond or cashiers check drawn on an Alabama Bank in the amount of five percent (5%) of his bid price, but not more

than \$10,000.00, payable to Calhoun County Commission. Cashier's checks or bid bonds, will, at the option of the Owner, be paid into the funds of Calhoun County, as liquidated damages upon failure of a successful bidder to execute the written Contract and furnish the performance bond, payment bond, and insurance coverage as hereinafter required within ten consecutive calendar days following written notice of award of the contract.

9. BONDS AND INSURANCE

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

10. MARKING AND MAILING BIDS

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside " Calhoun County, Alabama Bids for:

**Chief Ladiga Landing
Additional Parking
Project No. CCP 08-111-24
Calhoun County Commission
Calhoun County, Alabama**

to be opened at **2:00 P.M. on August 27, 2024.**" (List Project Number and Name on Envelope.) **Each bidder submitting a bid for an amount such that the bidder is required to have a State of Alabama general contractor's license shall type or print the bidder's State of Alabama general contractor's license number on the outside of the envelope containing the bidder's bid.**

11. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid may be received and considered. No responsibility will be attached to Calhoun County for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but acceptance of modifications by telegraph of bids shall be at the sole discretion of the Owner.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. BIDDERS PRESENT

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others who may be present either in person or by representation.

14. AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of the Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

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

16. ERRORS IN BID

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

17. CONTRACT AND BOND

The Bidder to whom award is made, must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period is specified, within ten (10) days after the required forms are presented to him for signature.

18. COLLUSION

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

19. SUBLETTING OR ASSIGNING OF CONTRACT

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm, or corporation without written consent of County and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than thirty percent (30%) of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to Calhoun County for all of the Subcontractor's work, including failures or omissions; and his removal may be required by the Calhoun County Engineer, as in the case of an employee.

20. PROSECUTION OF WORK

(a) Notice of Intent: The Contractor shall give the Calhoun County Engineer definite notice of his intention to start work at least 72 hours in advance of beginning particular features of construction, such as placing concrete, etc. Should prosecution of the work be discontinued by the Contractor with the consent of the Calhoun County Engineer, the Contractor shall give the Calhoun County Engineer at least 48 hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Calhoun County Engineer. He shall provide sufficient satisfactory material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Calhoun County Engineer will require that additional forces and equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work at a satisfactory level, the Calhoun County Engineer may withhold all estimates which are or may become due, until satisfactory quality and progress are maintained or the Contract may be terminated.

21. CALCULATION OF AMOUNT OF BONDS AND CASHIER'S CHECKS

As used herein and the contract documents "amount bid," "total amount of the bid," "sum bid" and "contract price" for the purpose of determining the amount of bid bonds, cashier's checks in lieu of a bid bond, performance bonds, and payment bonds shall be the sum of each unit price bid times the estimated number of the unit provided in the contract documents, and is the same as the "TOTAL AMOUNT BID" in the bidder's proposal.

22. GENDER

Except where the context otherwise requires, wherever used in this proposal and elsewhere in the contract documents, the use of any gender shall be applicable to all genders.

III. PROPOSAL

Date: _____

PROPOSAL OF: _____

ALABAMA GENERAL CONTRACTOR'S LICENSE NO. _____

For the performance of all work and the furnishing of all labor and materials required by the Contract terms, specifications, and special provisions, for the public project designated as:

**Chief Ladiga Landing
Additional Parking
Project No. CCP 08-111-24
Calhoun County Commission
Calhoun County, Alabama**

The Specifications are hereto attached and specified and made a part hereof.

TO: Calhoun County, Alabama

Dear Sirs:

The following proposal is made on behalf of _____ and no others.

Evidence of _____ authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm or corporation.

_____ certify that _____ have carefully examined the plans for this project and the specifications hereto attached, including the Special Provisions and have personally examined the site of work. On the basis of the Specifications and Plans _____ propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all materials in the manner specified.

_____ further agree to complete all the work within **forty-five (45)** working days from the date of Notice to Proceed.

_____ understand that the quantities below are approximates only and are subject to either increase and decrease, and hereby propose to perform any increased or decreased quantities of work at the unit price bid, subject to adjustments as specified in Section 104 of the *Alabama Department of Transportation Standard Specifications for Highway Construction*, current edition, as revised to one week before bid opening.

_____ further propose to perform all "Force Account or Extra Work" that may be required of _____ on the basis provided in the Specifications hereto attached, and to give such work _____ personal attention in order to see that it is economically performed. _____ further propose to execute the attached Contract Agreement as soon as the work is awarded to _____ and to begin and complete the work within the respective time limit provided for in the Specifications and Notice to Contractors hereto attached.

_____ also propose to furnish a Contract Performance Bond, approved by the Owner in an amount equal to one hundred percent (100%) of the contract price. This bond shall serve not only to guarantee the completion of the work on _____ part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

_____ also propose to furnish a Payment Bond, in form and terms approved by Calhoun County in an amount not less than fifty percent (50%) of the contract price insuring payment for all for all labor, materials and supplies approved by the Owner.

_____ also propose to furnish to Calhoun County at the time of signing of the Contract a certificate or certificates of insurance coverage as provided in the specifications which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming Calhoun County, its officers, employees, servants and agents and the Calhoun County Commission and its Commissioners, officers, employees, servants agents and as additional named insureds, and where applicable, subcontractor's Public Liability and Property Damage Insurance.

_____ Enclose a cashiers check drawn on an Alabama Bank for _____ dollars (\$ _____) or bid bond in the form specified for five percent (5%) of _____ bid (not to exceed \$10,000.00 Dollars) and hereby agree that in case of _____ failure to execute a Contract and furnish a performance bond, payment bond, and insurance and a certificate or certificates of

insurance, as required in the contract documents, within 10 days after notice of award, the awarding authority shall retain from the proposed guaranty if it be a cashier's check, or recover from the principal and/or the sureties, if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It is understood that in case the work is not awarded to____ the check will be returned as provided in the Specifications hereto attached.

Signature of Bidder (If firm or individual)

By: _____ (Seal)

Address of Bidder:

Names & Address of Members of Firm:



Signature of Bidder (Corporation)

President

Business Address

Secretary & Treasurer

Business Address

Attest: _____

Incorporated in _____
State

**Chief Ladiga Landing
Additional Parking
Project No. CCP 08-111-24
Calhoun County Commission
Calhoun County, Alabama**

The following shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, current edition, as revised to one week before bid opening, except as modified herein:

Scope of Work:

The purpose of this project is to construct Phase II of the Chief Ladiga Landing which relates to the parking lot including the installation of light posts that are identical or equal to the existing on site (See Appendix A), curb and gutter, sidewalk, gazebo that is identical or equal to the example provided (See Appendix B), gazebo slab, conduit installation, tree removal, utility relocation, striping, concrete flume installation and base and pave for the Chief Ladiga Landing. This work shall not include any signage, landscaping, etc. that may be referenced in the plan set. The bid price shall include all necessary costs for all necessary equipment, materials, labor, incidentals, traffic control measures and devices, and debris removal from the site. Included in this package is a site plan for the project. It shall be the responsibility of the successful bidder to adhere to any and all laws, ordinances, and regulations applicable to the work, including but not limited to erosion control best management practices as set forth by the Alabama Department of Environmental Management. Any temporary construction easements that may be required off of right of way will be the responsibility of the successful bidder to be obtained.

Notes:

1. The following prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. **Bidder understands that the Owner reserves the right to reject any or all bids.**

SCHEDULE OF BID

SEE APPENDIX C

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, of
(Name of Contractor)

_____ and
(Address)

_____ as Surety, of
(Name of Surety)

_____ are held
(Address)

and firmly bound unto CALHOUN COUNTY, a political subdivision of and body corporate in the State of Alabama, as Obligee, in the full and just sum of Five Percent (5%) of Amount Bid (Maximum Amount of Bond \$10,000) lawful money of the United States for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for:

**Chief Ladiga Landing
Additonal Parking
Project No. CCP-08-111-24
Calhoun County Commission
Calhoun County, Alabama**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will within the time required, enter into a formal contract drawn and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, a payment bond, and insurance and a certificate or certificates of insurance as required in the contract documents, then this obligation to be void; otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the Proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____
Date

(Contracting Firm)

By: _____ (Seal)
(Corporate Principal Sign Here)

(Name of Surety)

By: _____
(Name and Title)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

V. PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Name and Address of Legal Title of the Contractor)

hereinafter called Principal, and _____
(Name and Address of Legal Title of One or More Sureties)

hereinafter called the Surety are held and firmly bound unto Calhoun County, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner, in the sum of _____ Dollars and _____ Cents (_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, The Principal has, by means of a written agreement, dated _____ 20____, entered into a contract with the Owner for:

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Additional Parking
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Calhoun County Commission
Calhoun County, Alabama**

which contract is by referenced made a part hereof.

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

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

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

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

(Individual Principals Sign Here)

_____(Seal)

_____(Seal)

_____(Seal)

In the presence of:

_____(Seal)

(Contractor's Name)

By: _____(Seal)

(Corporate Principal Sign Here)

_____(Seal)

(Surety Name)

By: _____
(Surety Sign Here)

(Name and Title)

WITNESS: _____

COUNTERSIGNED: _____

VI. PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto said Calhoun County, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of _____ Dollars and _____ Cents (_____) lawful money of the United States, for payment of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee dated _____, 20 ____, (hereinafter called the Contract) for:

**Chief Ladiga Landing
Additional Parking
Project No. CCP-08-111-24
Calhoun County Commission
Calhoun County, Alabama**

which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

PROVIDED, however, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, supplies or equipment for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoints, Carolyn Henderson, the **Chairman** of the Calhoun County Commission, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after final settlement of said Contract.
- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon" as amended, § 39-1-1, Code of Alabama 1975, as amended.

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

(Individual Principals Sign Here)

_____ (Seal)

In the presence of:

_____ (Seal)
(Contractor's Name)

By: _____ (Seal)
(Corporate Principal Sign Here)

_____ (Seal)

(Surety Name)

By: _____
(Surety Sign Here)

(Name and Title)

WITNESS:

COUNTERSIGNED:

VII. INSTRUCTIONS FOR BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS, AND AMOUNT FOR CALCULATION OF AMOUNT OF BID BONDS, CASHIER'S CHECKS, PERFORMANCE BONDS, AND PAYMENT BONDS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5.
 - A. **Attorneys-in-fact who sign a bid bond, performance bond, or payment bond must file with the bond a certified and effectively dated copy of their power of attorney.**
 - B. **BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS EXECUTED BY THE PRINCIPAL AND THE SURETY. PERFORMANCE BONDS, AND PAYMENT BONDS MUST BE EXECUTED BY THE PRINCIPAL AND THE SURETY.**
6. As used herein and the contract documents "amount bid," "total amount of the bid," "sum bid" and "contract price" for the purpose of determining the amount of bid bonds, cashier's checks in lieu of a bid bond, performance bonds, and payment bonds shall be the sum of each unit price bid times the estimated number of the unit provided in the contract documents, and is the same as the "TOTAL AMOUNT BID" in the bidder's proposal.

VIII. CERTIFICATE OF CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE TO CALHOUN COUNTY, ALABAMA

Date: _____

This is to certify that the policies designated below have been issued by the

_____ and are in force on the date borne by this certificate.

1. Calhoun County, Alabama
2. Name and address of insured for whom this certificate is issued:
3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

(Policy No.)	(Exp. Date)	(Coverage)
(Aggregate)	(One Person)	(One Accident)

(b) Contractor's Public Liability:

1. Bodily Injury:

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

2. Property Damage:

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

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

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

2. Property Damage:

(Each Accident)	(Aggregate)
(d) Owner's Protective Liability:	

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

**Chief Ladiga Landing
Additional Parking
Project No. CCP-08-111-24
Calhoun County Commission
Calhoun County, Alabama**

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

The insurer agrees with the insured as follows:

1. That it will furnish to Calhoun County a certificate of insurance in triplicate on a form approved for such purpose by said County, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said County to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the project of said County to which the policy applies.
3. That it will mail to Calhoun County three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverage of said policy in respect of operations involved in the construction of the project of said Calhoun County, which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the County at the same time that notice thereof is given to the insured.
4. That it will mail or deliver to Calhoun County, Alabama, at least thirty (30) days before the effective date thereof, notice of cancellation, changing, lapsing, expiration or modification of said policy, provided no cancellation changing, lapsing, expiration or modification shall be effective unless such notice is given to and received by the County at least thirty (30) days before the effective date thereof.

Insurer

By: _____
Authorized Representative

INSTRUCTIONS TO CONTRACTORS AND INSURERS

CONTRACTOR'S COMPREHENSIVE GENERAL AND PUBLIC LIABILITY: Said Policy shall name Calhoun County, its officers, employees, servants and agents and the Calhoun County Commission and each of its Commissioners, officers, employees, servants and agents as additional named insureds, with said coverage being primary for Calhoun County, its officers, employees, servants and agents, or the Contractor shall provide Owner's Protective Liability Insurance.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until the insurance required of the Subcontractor has been obtained and approved.

COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation insurance for all his employees to be engaged in work on the project under this Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen Compensation insurance. The Contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including without limitation damage arising from blasting, explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual general liability insurance shall be \$1,000,000.00 each person, bodily injury; \$2,000,000.00 each occurrence, bodily injury; and \$1,000,000.00 aggregate completed operations. Property damage liability shall be \$500,000.00 each accident, \$1,000,000.00 aggregate.

The Contractor agrees to maintain such completed operations coverage as is required in this section for the longer of the period of one year from the date of acceptance of the work by the Owner or the period of one year from the date of the final amounts owed the Contractor by the Owner, are paid by the Owner to the Contractor.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis, and providing property damage liability on an accident basis. This Policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000.00 each person, bodily injury; \$1,000,000.00 each occurrence, bodily injury; and \$100,000.00 each accident, property damage.

OWNER'S PROTECTIVE LIABILITY INSURANCE: The Contractor shall at his expense provide Owner's Protective Liability Policies issued in the names of the Calhoun County, Alabama, the Calhoun County Commission and the Calhoun County Engineer covering their, and each of their officers', employees', servants' and agents' Calhoun County Commission and each of its Commissioners, officers, employees, servants and agents liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 each person; \$1,000,000.00 each accident, bodily injury; and \$100,000.00 each accident, property damage.

HOLD HARMLESS PROVISION: Reference is made to Section 107.14(a) of the *State of Alabama Department of Transportation Standard Specifications for Highway Construction*, current edition, as revised to one week before bid opening, which is adopted by reference and made a part of this Agreement. Any obligations under Section 107.14(a) shall not, however, be construed to require indemnification for acts or omissions of the owner, architect, engineer or any of their agents and employees which result in claims and losses referred to in Section 107.14(a). The obligations of the Contractor under Section 107.14(a) shall not extend to the liability of the architect, engineer and any of their agents and employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, supplemental agreements, designs or specifications.

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public

Liability and Property damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the Owner.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute four signed copies of the certificate plus such additional copies as may be required for the company's records. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement and three copies shall be submitted to Calhoun County.

Three executed copies of each subsequent endorsement affecting the coverage of policies, and of each cancellation shall be forwarded to Calhoun County in accordance with Items 3 and 4 of the insurer's agreement contained in this certificate.

Miscellaneous Insurance Requirements.

The insurance coverages required shall be issued by an insurer licensed by the State of Alabama Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own worker's compensation claims.

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until the earlier of thirty days after Calhoun County has received written notice by certified mail as evidenced by return receipt, and such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted and acknowledged by Calhoun County.

Insurance certificate(s) must provide the following information: (1) the name and address of authorized agent of the insurance company or companies, (2) the name and address of insured, (3) the name of insurance company or companies, (4) a description of policies, (5) the policy number(s), (6) the policy period(s), (7) the limits of liability, (8) the name and address of Calhoun County, Alabama, as certificate holder, (9) the project name and number, if any, (10) the signature of authorized agent of the insurance company or if more than one insurance company the signature of an agent of each insurance company, (11) the telephone number of an authorized agent of the insurance company or if more than one insurance company the telephone number of an authorized agent of each insurance company, and (12) the mandatory thirty day notice of cancellation/non-renewal/change. The name and address of Calhoun County, as certificate holder, to be used are as follows: Calhoun County, Alabama, 1702 Noble Street, Suite 103, Anniston, Alabama 36201.

The obligation to carry the insurance coverages or coverages equal to them, unless otherwise herein provided to be for a longer period, shall remain in effect from the date the contract is executed, and, notwithstanding anything else herein provided, prior to Contractor performing any work under the contract, and shall remain in effect from that time through all work and construction, and completion of the construction contract, and after the completion of all work and construction, and completion of the construction contract at any time the Contractor, its subcontractors, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, returns to the project to perform work required of by the contract. (The foregoing period in which insurance coverage is to be in effect is sometimes referred to herein as the "Coverage Period".) Each of insurance policy shall be in effect during the entire Coverage Period, and notwithstanding anything else herein provided each policy of insurance shall cover claims made, after the Coverage Period, for any and all occurrences and/or events occurring during the Coverage Period, and for any and all injuries, including, but not limited to death, and damages during the Coverage Period, whether the claim is made during the Coverage Period or after the Coverage Period. Notwithstanding anything else herein provided, if higher limits of insurance than are herein provided are required by law, statute, regulation or ordinance, insurance with such higher limits of coverage shall be obtained by the Contractor, and if additional types of insurance coverage are required by law, statute, regulation or ordinance, insurance providing such additional types of coverage shall be obtained by the Contractor.

IX. CONTRACT FOR CONSTRUCTION

State of Alabama)
)
Calhoun County)

CONTRACT FOR CONSTRUCTION

THIS CONTRACT for CONSTRUCTION is made and entered into this _____, by and between the County Commission of Calhoun County, Alabama (herein sometimes called the "Owner" or called the "County", Party of the First Part, and _____ a (corporation), (partnership), (an individual DBA) organized and existing under the laws of the State of Alabama, (herein sometimes called the "Contractor") Party of the Second Part.

WITNESSETH:

WHEREAS, County desires to construct Chief Ladiga Landing Project No. CCP-08-111-24 in Calhoun County, Alabama said construction known and designated as all as more fully set out herein and in those certain bid documents, related to said Project, which are attached hereto and incorporated by reference as if set forth herein in full; and

WHEREAS, County advertised for bids on the said Project; and

WHEREAS, Contractor was the lowest responsive, responsible bidder for said Project on _____, and was awarded this contract by the Calhoun County Commission during its _____ regular meeting; and

WHEREAS, County desires to contract with Contractor to furnish all the materials, except as herein or the attachments hereto specifically provided, supplies, equipment and labor, and perform the work for construction of said Project under the terms and conditions set out herein, and Contractor desires to furnish all the materials, except as herein or the attachments hereto specifically provided, supplies, equipment and labor, and perform the work for construction of said Project under the terms and conditions set out herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, Contractor and County do hereby mutually agree as follows:

I. The Contractor shall furnish all the materials, except as herein or the attachments hereto specifically provided, supplies, equipment and labor, and perform all the work for the construction of:

**Chief Ladiga Landing
Additional Parking
Project No. CCP-08-111-24
Calhoun County Commission
Calhoun County, Alabama**

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Proposal (estimated to total \$ _____) for the various items of work and construction in strict and entire conformity with the provisions of the Contract, and the Advertisement, Proposal, Specifications and Contract Documents (including the general conditions and special provisions, if any) prepared (or approved) and submitted by the Owner, copies of which are attached hereto, and which said Plans and Specifications and the Advertisement and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

The work and construction shall be commenced within fifteen (15) days of the date specified in a notice to proceed to be issued to the Contractor by the Owner, or its authorized representative, and work and construction shall be completed within forty-five (45) working days from and after the date of said notice to proceed. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the *Alabama Department of Transportation Standard Specifications*, current edition, as revised to one week before bid opening, for each calendar day beyond the required date of completion.

II. Definitions. The following terms shall have the following meanings:

i. County: Calhoun County, Alabama

ii. Contractor:

III. Obligations Generally. The County hereby contracts with the Contractor, and the Contractor agrees to perform for the County, the work and construction as herein set forth. This document shall serve as the binding contract for the work of Contractor and construction by Contractor. Contractor shall commence performance of the services outlined herein upon full execution of this Contract and within the time specified in the notice to proceed. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

IV. Recitals Included. The above recitals and statements are incorporated as part of this contract, and shall have the effect and enforceability as all other provisions herein.

V. Qualifications. For the purpose of this contract, the Contractor represents and warrants to the County that it possesses the professional, technical, and administrative personnel and laborers with the specific experience and training necessary to provide the work and construction required herein.

VI. No Prohibited Exclusive Franchise. The County neither perceives nor intends, by this contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VII. Representation/Warranty of Certifications, Etc. Contractor represents and warrants that Contractor is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the work and construction provided for herein, and that Contractor shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the work and construction. The representation and warranty aforesaid is a material inducement to the County in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VIII. Legal Compliance. Contractor shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

IX. Independent Contractor. Contractor acknowledges that it is an independent contractor, and Contractor shall at all times remain as such in performing the services under this Contract. Contractor is not an employee, servant, partner, or agent of the County and has no authority, whether express or implied, to contract for or bind the County in any manner. The parties agree that Contractor shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the herein mentioned work and construction, and that the County's interests herein are expressly limited to the results of said work and construction. Contractor is not entitled to unemployment insurance benefits, and Contractor is responsible for and obligated to pay any and all federal, state and local, if any, income tax on any monies paid pursuant to this contract. Further, the parties to this agreement mutually understand and agree that the Contractor is an independent entity, and that the relationship created by this agreement is that of a contractor being an independent contractor, and not an employee, agent or servant of County, and/or the County Commission for any purpose. This agreement does not create an employee/employer relationship among or between the parties. It is the parties' intention that the Contractor will be an independent contractor and each of the parties agrees that the Contractor is an independent contractor, and not County's and not the County Commission's employee, agent or servant, and that the Contractor's officers, employees, servants, and agents are neither County nor County Commission employees for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state revenue and taxation laws, local revenue and taxation laws and ordinances, if any, state workers' compensation laws, and state unemployment insurance laws. The Contractor acknowledges and accepts all tax responsibilities imposed by federal tax laws, state tax laws, and any applicable local tax laws and ordinances. It is expressly understood that County and County Commission are each interested only in the results to be achieved, and the conduct and control of work and construction will be considered and is solely the responsibility of the Contractor. Except insofar as necessary to monitor and assure compliance with the terms and provisions of this agreement, the Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder, and work and construction hereunder. The Contractor agrees that the Contractor is a separate and independent enterprise from County and from the County Commission. This agreement shall not be construed as creating any joint employment relationship between the Contractor and County or between the Contractor and the County Commission, nor shall it be construed as creating any joint employment relationship of any person by the Contractor and County or by the Contractor and the County Commission, and neither County nor the County Commission will be liable for any obligation incurred by the Contractor or any obligation incurred by the Contractor's officers, employees, servants, and/or agents, including, but not limited to unpaid minimum wages and/or overtime premiums. The Contractor is an independent contractor and,

notwithstanding any other provisions of this agreement, it is agreed that neither County nor the County Commission is a partner of or joint venturer with the Contractor, and neither County nor the County Commission shall be deemed or construed to be a partner of or joint venturer with the Contractor in conducting or providing work and construction. In the performance of the services, work, duties, and obligations under this agreement, it is mutually understood and agreed that the Contractor is at all times serving as an independent contractor providing work and construction as an independent contractor. Further, the Contractor shall not at any time or times use the name or credit of County or the County Commission in purchasing or attempting to purchase any advertising, equipment, supplies, property, services, or other thing or things whatsoever.

X. No Agency Created. It is neither the express nor the implied intent of Contractor or County to create an agency relationship pursuant to this Agreement; therefore, the Contractor does not in any manner act on behalf of County and the creation of such a relationship is prohibited and void.

XI. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XII. Entire Agreement. This agreement represents the entire and integrated agreement between County and Contractor as to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by each party.

XIII. Failure to Strictly Enforce Performance. The failure of the County to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by Contractor as constituting, a default or be construed as a waiver or relinquishment of the right of the County to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIV. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by Contractor without the prior written consent of the County, which may be withheld or granted in the sole discretion of the County.

XVI. Ownership of Documents/Work. The County shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the County without payment of further consideration. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the work and construction hereunder, without the County's prior written consent, which may be withheld or granted in the sole discretion of the County.

XVII. Notice. Notices required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received, or delivery thereof is refused, at the following addresses:

Contractor:

County: Calhoun County, Alabama
Attention Administrator
1702 Noble Street, Suite 103
Anniston, Alabama 36201
Telephone: (256) 241-2800

Notwithstanding anything else herein, the general conditions or any of the other attachments hereto provided any notice to the Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address in Calhoun County, Alabama, or delivered in person to said Contractor or his authorized representative on the work.

XVIII. Work and Construction to be Performed. Contractor is contracted with by the County as a professionally-qualified contractor. The general scope of work and construction shall include all the terms and conditions of the bid documents, the same being expressly incorporated herein by reference, and without limitation will encompass:

- i. Contractor will provide ongoing communications with the County regarding this work and construction, including updates, electronic mails (e-mails) etc. as requested by County. Additionally, appropriate personnel of Contractor, as requested by the County, will meet with County personnel as needed or requested by the

County.

ii. Contractor is responsible for the professional quality, technical accuracy, workmanlike performance and providing, timely completion and coordination of all work and construction furnished by or in relation to this Contract.

iii. Contractor represents and warrants that its work and construction shall be performed within the limits and standards provided by the County, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the work and construction are performed.

XIX. General Responsibilities of the County.

a. The County shall provide reasonable notice to Contractor whenever the County actually observes or otherwise actually becomes aware of any development that affects the scope or time of Contractor's work and construction hereunder or any defect or nonconformance in the work of Contractor.

b. The County shall pay to Contractor the compensation as, and subject to the terms set out herein.

XVIII. Termination of Services. The County may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the Contractor. Upon receipt of such notice, Contractor shall discontinue its work and construction to the extent specified in the notice.

In the event of termination, the County shall pay Contractor for all work and construction satisfactorily rendered, and for any expenses deemed by County to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XX. Compensation Limited. The compensation to be paid to the Contractor shall be the full compensation for all work and construction performed by Contractor under this Contract. Any and all additional expenditures or expenses of Contractor, not listed in full within this Contract, shall not be considered as a part of this contract and shall not be demanded by Contractor or paid by County.

XXI. Direct Expenses. Compensation to Contractor for work shall be the unit prices set forth in the Contractor's Proposal (estimated to total \$ _____). Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXII. Method of Payment. Contractor shall submit monthly invoices to the County for payment for work performed. Such invoices shall be accompanied by a detailed account of compensation to be paid Contractor. Payment shall be made by the County within thirty (30) days of the approval by the County of the invoice submitted by the Contractor unless otherwise provided by law. The County agrees to review and approve or disapprove invoices submitted for payment in a timely manner. Payment for a public work and retainage shall be as provided in § 39-2-1, *et seq.*, Code of Alabama 1975, as amended, and upon Vendor's completion and the County's acceptance of all work required, the County shall pay the amount due the Vendor upon the Vendor's presentation of the items specified in § 39-2-12 (1), Code of Alabama 1975, as amended, and if and as otherwise required by law, and legally allowed by law to be required and required by County

XXIII. Effective Date, Time for Performance, and Termination. This Contract shall be effective and commence immediately upon the same date as its full execution, and work and construction shall be commenced within fifteen (15) days of the date specified in a notice to proceed issued to the Contractor by the Owner, or its authorized representative, and shall be completed within forty-five (45) working days from and the date stipulated in said notice to proceed. (Nothing herein stated shall prohibit the County from terminating this Contract according to the provisions herein, or the parties terminating this contract by agreement of the parties in writing.)

XXIX. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXX. Number of Originals. Two duplicate originals of this Contract shall be executed, both of which shall be and are equally valid as an original.

XXXI. Headings, and Letter and Number Designations. Headings, and letter and number designations, if any, of parts of

this Contract are for convenient reference only, and shall not be used to interpret or construe the provisions of this Contract.

XXXII. No Presumption as to Language. The parties acknowledge and agree that because each party, and each party's respective counsel, or each party with and after the opportunity to consult counsel, participated in negotiating and drafting this Contract or entered into this Contract after the opportunity to participate in negotiating and drafting this Contract, no rule of construction shall apply to this Contract which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Contract.

XXXIII. Alabama Immigration Law Compliance Contract: The selected bidder 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, as amended, 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, the selected bidder 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 selected bidder's hiring practices to execute an affidavit to this effect on the form supplied by the County and return the same to the County. The selected bidder 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 the County may require to confirm the selected bidders' enrollment in the E-Verify Program. The selected bidder 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 this paragraph. If the selected bidder 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 the 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, as amended. The selected bidder shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the selected bidder violates any term of this provision, this agreement will be subject to immediate termination by the County. To the fullest extent permitted by law, the selected bidder shall defend, indemnify and hold harmless the County from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the selected bidder's failure to fulfill its obligations contained in this paragraph.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CALHOUN County, ALABAMA

By: _____
Carolyn Henderson, as Chairwoman of the
Calhoun County Commission

ATTEST:

Jonathan W. Gaddy
County Administrator

(Contracting Firm)

By: _____

(Corporate Principal Sign Here)

ATTEST:

(Seal)

Two Witnesses:

(Business Address)

I, _____, certify that I am the _____ of the Corporation named as Contractor herein, that _____ who signed this Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its Corporation by authority of its corporate powers.

(CORPORATE SEAL)

STATE OF ALABAMA)
)
COUNTY OF CALHOUN)

I, _____, a Notary Public in and for said State and County, hereby certify that Carolyn Henderson and Jonathan W. Gaddy, whose names as respectively Chairwoman of the Calhoun County Commission of Calhoun County, Alabama, a body corporate and politic, and Administrator of Calhoun County, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, respectively executed for and on behalf of Calhoun County, Alabama, and attested to the execution of the same, voluntarily on the day the same bears date.

Given under my hand and Notarial Seal this the _____ day of _____, 20__.

NOTARY PUBLIC CALHOUN County, ALABAMA
My commission expires: _____

(Notarial Seal)

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ and _____ whose names respectively as _____ and _____ of _____, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they, as such officers and with full authority, respectively executed the same for and on behalf of said corporation, and attested to the execution of the same, voluntarily on the day the same bears date.

Given under my hand and Notarial Seal this the _____ day of _____, 20__.

NOTARY PUBLIC, _____ County, Alabama
My commission expires: _____

(Notarial Seal)

X - A.GENERAL CONDITIONS

1. The general conditions for this project are described and are in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, current edition, as revised to one week before bid opening.
2. CONTRACTOR'S TITLE TO MATERIALS
No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or their agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
3. INSPECTION AND TESTING OF MATERIALS
 - A. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract, except as otherwise noted.
 - B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
4. "OR EQUAL" CLAUSE
Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Calhoun County Engineer's opinion. It shall not be purchased or installed without his written approval.
5. NOTICE AND SERVICE THEREOF
Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address in Calhoun County, Alabama, or delivered in person to said Contractor or his authorized representative on the work.
6. UNDERGROUND UTILITIES AND SERVICES
If the plans show certain features of the topography and certain underground utilities, but they do not propose to show in complete detail all such lines or obstructions. **SUCH TOPOGRAPHY AND NOTES ON THE PLANS WERE INSERTED FROM RECORDS AVAILABLE AND ARE FOR THE CONTRACTOR'S CONVENIENCE, AND SHALL NOT BE USED AS A BASIS FOR CLAIMS OR EXTRA COMPENSATION.** Signs and other minor obstructions may not be shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall bid price for the project (no separate payment).

X - B. SPECIAL PROVISIONS

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

1. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act to 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

The Contractor alone shall be responsible for the safety, efficiency and adequacy of the construction site, his plant, appliances, and methods, and for any damages which may result from their failure or their improper construction, maintenance or operations.

2. It is intent of the Calhoun County Engineer that the Contractor shall construct the within described improvements in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, current edition, as revised to one week before bid opening, and the Contractor shall construct the within described improvements in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction* current edition, as revised to one week before bid opening. Said specifications are sometimes herein referred to as the ALDOT Specifications.

All provisions enumerated in the ALDOT Specifications shall be complied with, except as otherwise revised herein. Where certain modifications in said specifications appear in these specifications, only the modifications apply; otherwise, the standard specifications apply.

In said specifications where the words State of Alabama, Governor, Alabama Department of Transportation, Director, etc., appear, substitute the Owner with the Owner being Calhoun County acting by and through the Calhoun County Commission. Where the word Engineer appears, it shall mean the Calhoun County Engineer or his designee. Where the words Testing Laboratory and/or Laboratory appear, it shall mean the particular Testing Laboratory retained by Calhoun County for this work.

3. Partial payments will be made to the Contractor once in each month in the manner set forth by the Owner on estimates approved by and certified to the Calhoun County by the Calhoun County Engineer. Payment for the work will be made by the Calhoun County from funds set aside for that project.
4. Where Alabama Department of Transportation Standard Drawings are applicable for the work required, they shall be considered as part of the plans, and copies of required drawings will be afforded the Contractor for construction purposes.
5. EQUIPMENT: Choice of equipment for excavation or other project work shall be the responsibility of the Contractor, however, any equipment that results in waste of material, inaccurate work, or otherwise proves objectionable shall be replaced as directed by the Calhoun County Engineer.
6. PARAGRAPH 105.13 MAINTENANCE OF THE WORK (ALDOT Specifications)
Add to sub-paragraph (a) after "at all times".

And shall maintain it in that condition for thirty (30) days after the final construction inspection.

7. PARAGRAPH 108.10 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME (ALDOT Specifications)

Assessment of Liquidated Damages: Time is an essential element in the contract. As delay in the prosecution of the work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Assessment of liquidated damages shall be in accordance with the schedule set forth in Section 108.11 of the ALDOT Specifications.

8. MATERIALS: The contractor agrees to comply with, and to require the compliance of all subcontractors with the provisions of § 39-3-1, Code of Alabama 1975, as amended, requiring purchase of materials and supplies and products for the project which are 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

specifications under §39-2-2(f), Code of Alabama 1975, as amended; and the Contractor further agrees and stipulates to a downward adjustment in the contract price equal to any realized savings or benefits to the contractor in the event he or any subcontractor breach this agreement to use domestic products.

9. TERMINATION FOR FAILURE OF PERFORMANCE: In the event of failure by the Contractor to perform any or all of the Contractor's obligations in a prompt and efficient manner satisfactory to the County, the County will have the right to summarily terminate this agreement, including all projects covered hereby, by giving the Contractor written notice of such termination, after which the County may employ contracting services of its choice to complete the project or projects under this agreement and the Contractor and its Sureties will reimburse the County any additional costs which may result from such termination and employment of other contracting services.
10. COUNTY'S RIGHT TO PERFORM WORK: It is understood that the County may delete any and/or all the items listed above and the Contractor agrees to construct the remaining items at the bid price for each item.
11. Traffic control signs and other devices in the work areas shall be provided by the County and installed by the County in accordance with the *Manual on Uniform Traffic Control Devices*, most current edition, and the "Traffic Control Plan".
12. TELEPHONE SERVICES AND UTILITIES WITHIN PROJECT LIMITS: Overhead electrical cables are located within the construction limits. It shall be the Contractor's responsibility to coordinate with the utility for any required temporary relocation of the overhead cables, if required, to allow for the clearing and grubbing.
13. FUEL COST INDEX: There will be no direct payments for fuel cost index adjustments.

XI – Appendix A



Project 16-17142-0
 Chief Ladiga Trail Park
 Submitted By
 AMA OF BIRMINGHAM LLC

Catalog Number
 SER03

Notes
 10' concrete pole, w 3" x 3" tenon

Type
POLE

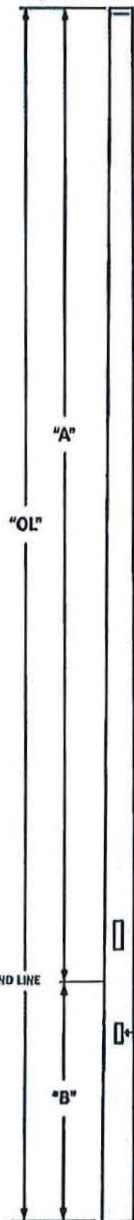
10' CONCRETE POLE W 3"X3" TENON



Centrecon Series
SBR-SER Round Pole



3-1/2" TOP O.D.



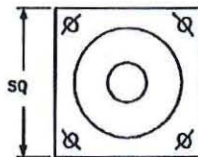
BASE PLATE STYLE - INFORMATION

CATALOG NUMBER	POLE HEIGHT "A"	BASE O.D.	ANCHOR BOLT	BOLT CIRCLE	BASE PLATE (SQ)	ULTIMATE O.L. MOMENT (FT. LBS.)	WEIGHT (LBS.)	MAXIMUM EPA/MPH (SQ FT)*		
								80	90	100
SBR-3.4	11'-1"	5-5/16"	3/4" x 24" x 4"	10"	9"	6,100	180	7.0	6.0	5.0
SBR-4	13'-1"	5-5/8"	3/4" x 24" x 4"	10"	9"	6,960	200	7.0	6.0	5.0
SBR-4.3	14'-1"	5-5/8"	3/4" x 24" x 4"	10"	9"	6,960	230	7.0	6.0	4.5
SBR-5	16'-5"	6-1/8"	3/4" x 24" x 4"	10"	9"	8,400	300	7.0	6.0	4.5
SBR-5.5	18'-0"	6-7/16"	3/4" x 24" x 4"	10"	9"	9,180	350	7.0	6.0	4.5
SBR-6	19'-8"	6-11/16"	3/4" x 24" x 4"	10"	9"	9,960	400	7.0	5.5	4.0
SBR-7	23'-0"	7-3/16"	3/4" x 24" x 4"	10"	9"	11,630	470	7.0	5.0	3.5
SBR-8.3	27'-3"	7-7/8"	3/4" x 24" x 4"	10"	9"	12,300	580	5.0	4.0	3.0

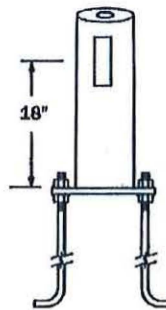
EMBEDDED STYLE - INFORMATION

CATALOG NUMBER	POLE HEIGHT "A"	BASE O.D.	EMBEDDED DEPTH "D"	OVERALL LENGTH "OL"	ULTIMATE O.L. MOMENT (FT. LBS.)	WEIGHT (LBS.)	MAXIMUM EPA/MPH (SQ FT)*		
							80	90	100
SER-2.5	8'-2"	5-5/16"	2'-11"	11'-1"	4,200	160	7.0	6.0	5.0
SER-3	9'-10"	5-5/8"	3'-3"	13'-1"	5,120	180	7.0	6.0	5.0
SER-4	13'-1"	6-1/8"	3'-3"	16'-4"	6,960	280	7.0	6.0	4.5
SER-4.3	14'-0"	6-3/8"	4'-0"	18'-0"	7,080	330	7.0	6.0	4.5
SER-5	16'-5"	6-11/16"	3'-7"	20'-0"	8,400	380	7.0	6.0	4.5
SER-6	19'-8"	7-5/16"	3'-11"	23'-7"	9,960	450	7.0	5.5	3.5
SER-7	23'-0"	7-7/8"	4'-3"	27'-3"	11,630	550	7.0	5.0	3.5

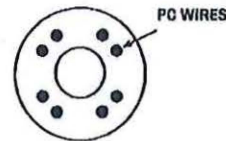
*EPA based on post top mounting. Consult your representative for other attachment methods and increased load capacity requirements.



BASE PLATE



SBR ELEVATION
 See recommended "capping details"



SHAFT CROSS SECTION DETAIL

Notes

SPECIFICATIONS
 Use Centrecon Specifications.

COLORS & FINISHES
 See Color Selection Guide.

LUMINAIRE MOUNTING
 See Technical-Mounting Options Section for more information.

ANTI-GRAFFITI & SEALER
 Optional Coatings available for added protection.



Project 16-17142-0
 Chief Ladiga Trall Park
 Submitted By
 AMA OF BIRMINGHAM LLC

Catalog Number
 GLR YD VPA III 36LED NW 350MA MT PT STD FINISH-BF

Type
FIXTURE

Notes

SOLID STATE AREA LIGHTING

GLR SERIES-LED

SPECIFICATIONS

LUMINAIRE

Prismatic borosilicate glass refracting lens. Heavy gauge, corrosion resistant cast aluminum base. Top is hinged for access. Luminaire base has 3" I.D. opening for tenon. All hardware is stainless steel.

LED POWER ARRAY**

Three-dimensional array of individual LED Tubes fastened to a retaining plate. Each LED Tube consists of circuit board populated with a multiple of LED's and is mechanically fastened to a radial aluminum heat sink. An acrylic lens and end cap protects the LED Tube's internal components.

VERTICAL POWER™ ARRAY WITH REFRACTING

GLOBE: LED Tubes are aligned vertically and arranged radially to produce an even raw light distribution that simulates standard light sources. Used in conjunction with the external prismatic refracting lens which provides the optical control.

LED EMITTERS

High Output LED's are driven at 350mA for nominal 1 Watt output each. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult factory for other LED options.

LED DRIVER

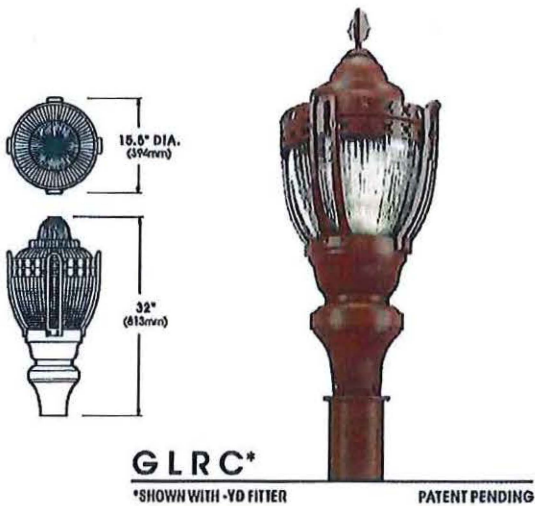
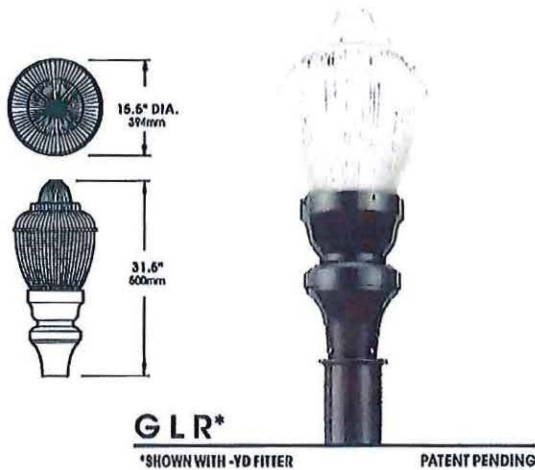
UL and CUL recognized High Power Factor, Constant Current LED drivers operate on input voltages from 120-277VAC, 50/60hz. Consult Factory for (347-480VAC). Driver is mechanically fastened to a retaining bracket. Main Power quick disconnect provided. Driver has a minimum 4KV of internal surge protection, 10KV & 20KV Surge Protector optional. Dimming and High-Low Driver options available.

FINISH

Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.

PROJECT NAME: _____

PROJECT TYPE: _____



2013140



Project 16-17142-0
 Chief Ladiga Trail Park
 Submitted By
 AMA OF BIRMINGHAM LLC

Catalog Number
 GLR YD VPA III 36LED NW 350MA MT PT STD FINISH-BF

Type
FIXTURE

GLR SERIES - LED

SPECIFICATIONS

OPTIONAL FITTERS



-YC



-YE

ACCESSORIES

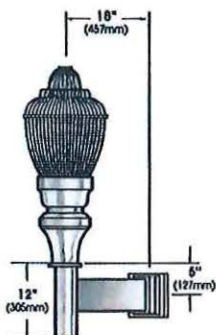
BRASS FINIAL BF

ORNAMENTAL FINIAL PF

DECORATIVE ALUMINUM HOOD H

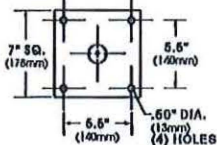
HOUSE SIDE SHIELD 90°, 135°, 180° HS90°
 HS135°
 HS180°

WALL MOUNT



EXTRUDED ALUMINUM ARM BRACKET AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN GASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

WALL PLATE



LED POWER ARRAY™ MODULES



GLR-LED E.P.A. = 1.39

Available in:
 6 Array 48LED Max.
 8 Array 64LED Max.
 10 Array 80LED Max.



GLRC-LED E.P.A. = 1.60

Available in:
 6 Array 48LED Max.
 8 Array 64LED Max.
 10 Array 80LED Max.



VPA - Vertical Array

(Specifications subject to change without prior notice.)

PATENT PENDING

ORDERING INFORMATION

LUMINAIRE	OPTICS	# of LED's	COLOR	VOLTAGE	MOUNTING	FINISH	OPTIONS
LUMINAIRE	OPTICS	LED			MOUNTING	FINISH	OPTIONS
LUMINAIRE	VERTICAL POWER ARRAY (CLEAR/PRISM GLOBE)	# of LEDs	COLOR	VOLTAGE	ARM MOUNT	STANDARD TEXTURED FINISH	
<input type="checkbox"/> GLR-YC-LED	<input checked="" type="checkbox"/> VPA - III.....	<input type="checkbox"/> 60LED (90 Walls)	<input checked="" type="checkbox"/> NW (4000K)*	<input type="checkbox"/> 120	<input type="checkbox"/> 1.....	<input type="checkbox"/> BLACK RAL-9005-T	<input checked="" type="checkbox"/> BRASS FINIAL..... BF
<input checked="" type="checkbox"/> GLR-YD-LED	<input type="checkbox"/> VPA - V.....	<input type="checkbox"/> 64LED (71 Walls)	<input type="checkbox"/> CW (5000K)	<input type="checkbox"/> 200	<input type="checkbox"/> 2-180.....	<input type="checkbox"/> WHITE RAL-9003-T	<input type="checkbox"/> ORNAMENTAL FINIAL..... OF
<input type="checkbox"/> GLR-YE-LED		<input type="checkbox"/> 48LED (53 Walls)	<input type="checkbox"/> WW (3000K)	<input type="checkbox"/> 240	<input type="checkbox"/> 240.....	<input type="checkbox"/> GREY RAL-7004-T	<input type="checkbox"/> DECORATIVE ALUMINUM HOOD..... H
		<input checked="" type="checkbox"/> 36LED (41 Walls)	OTHER LED COLORS AVAILABLE CONTACT FACTORY	<input type="checkbox"/> 277	<input type="checkbox"/> 3-90.....	<input type="checkbox"/> DARK BRONZE RAL-8019-T	<input type="checkbox"/> HOUSE SIDE SHIELD... HS
				<input type="checkbox"/> 347	<input type="checkbox"/> 3-120.....	<input type="checkbox"/> GREEN RAL-6005-T	<input type="checkbox"/> DIMMABLE DRIVER(S) (0-10V)..... DIM
<input type="checkbox"/> GLRC-YC-LED				<input type="checkbox"/> 480	<input type="checkbox"/> 4-90.....		<input type="checkbox"/> HIGH LOW DIMMING FOR HARDWARE SWITCHING OR NON-INTEGRATED MOTION SENSOR..... HL5W
<input type="checkbox"/> GLRC-YD-LED					WALL MOUNT	FOR SMOOTH FINISH REMOVE SUFFIX "T" (EXAMPLE: RAL-9500)	<input type="checkbox"/> PHOTO CELL + VOLTAGE (EXAMPLE: PC120V)..... PG+V
<input type="checkbox"/> GLRC-YE-LED					<input type="checkbox"/> WM.....	SEE VITALO.COM FOR ADDITIONAL COLORS	<input type="checkbox"/> 10KV SURGE PROTECTOR..... 10SP
					POST TOP		<input type="checkbox"/> 20KV SURGE PROTECTOR (277V & 480V Only)..... 20SP
					<input checked="" type="checkbox"/> PT.....		

XI – Appendix B



XI – Appendix C

ITEM NO	UNIT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
	CY YD	TOPSOIL FROM STOCKPILE	42		
	CY YD	UNCLASSIFIED EXCAVATION	1350		
	SQ YD	CRUSHED AGGREGATE BASE COURSE, TY. B, PLANT MIXED, 6" COMPACTED THICKNESS	1700		
	GAL	TACK COAT	100		
	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	120		
	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	160		
	SQ YD	LOOSE RIPRAP, CLASS 2, 24" THICK	6		
	SQ YD	FILTER BLANKET, GEOTEXTILE	6		
	CY YD	SLOPE PAVING	20		
	LF	COMBINATION CURB & GUTTER	472		
	LF	CURB REMOVAL	30		
	EACH	TREE REMOVAL	2		
	ACRE	SEEDING	0.5		
	ACRE	MULCHING	0.5		
	EACH	HAY BALES	20		
	EACH	WATTLE	10		
	LF	SILT FENCE	500		
	LF	SILT FENCE REMOVAL	500		
	LF	SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE	198		
	LF	SOLD TRAFFIC STRIPE REMOVED (PAINT)	33		
	LF	CONDUIT, 2 INCH, RIGID NONMETALLIC	317		
	LUMP SUM	ELECTRICAL/WATER RELOCATE	1		
	EACH	LIGHT POSTS	5		
	EACH	GAZEBO	1		

XI – Appendix D

**MINIMUM LEGAL TERMS, INCLUDING ARPA AWARD TERMS AND CONDITIONS FOR
REVENUE REPLACEMENT FUNDS**

Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County Contracts. Contractor must agree to 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. "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.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. The Contractor must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023, if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this contract include, without limitation, the following:

1. Portions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as Treasury has determined are applicable to the use of Revenue Replacement Funds. Pursuant to guidance from Treasury, compliance specifically includes obligations under §§ 200.203 to comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the ARPA award and to take prompt action in instances of non-compliance.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

4. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
5. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.
6. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - b. when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
 - i. to the affected employee for the employee's unpaid wages; and
 - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

XI -- Appendix E

State of _____)
County of _____)

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

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

Printed Name of Witness

XI – Appendix F

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

RE: Contract (describe by number or subject) _____ by and between the
_____ (Governmental Entity) and _____ (Contractor)

The undersigned hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.

 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.

 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.

 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.

 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

Signature of Contractor's Authorized Representative

Printed Name and Title of Contractor's Authorized Representative

XI – Appendix G

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

XI – Appendix H

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

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

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____,

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

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

Witness: _____

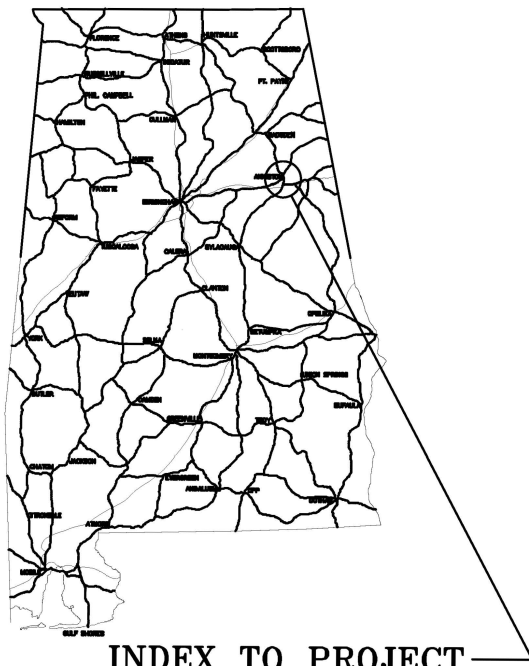
Printed Name of Witness

STATE	PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
AL	CCP 08-111-24	2024	1	7

CALHOUN COUNTY HIGHWAY DEPARTMENT

PLANS OF PROPOSED PROJECT NO. CCP 08-111-24

CHIEF LADIGA LANDING PARKING LOT ADDITION

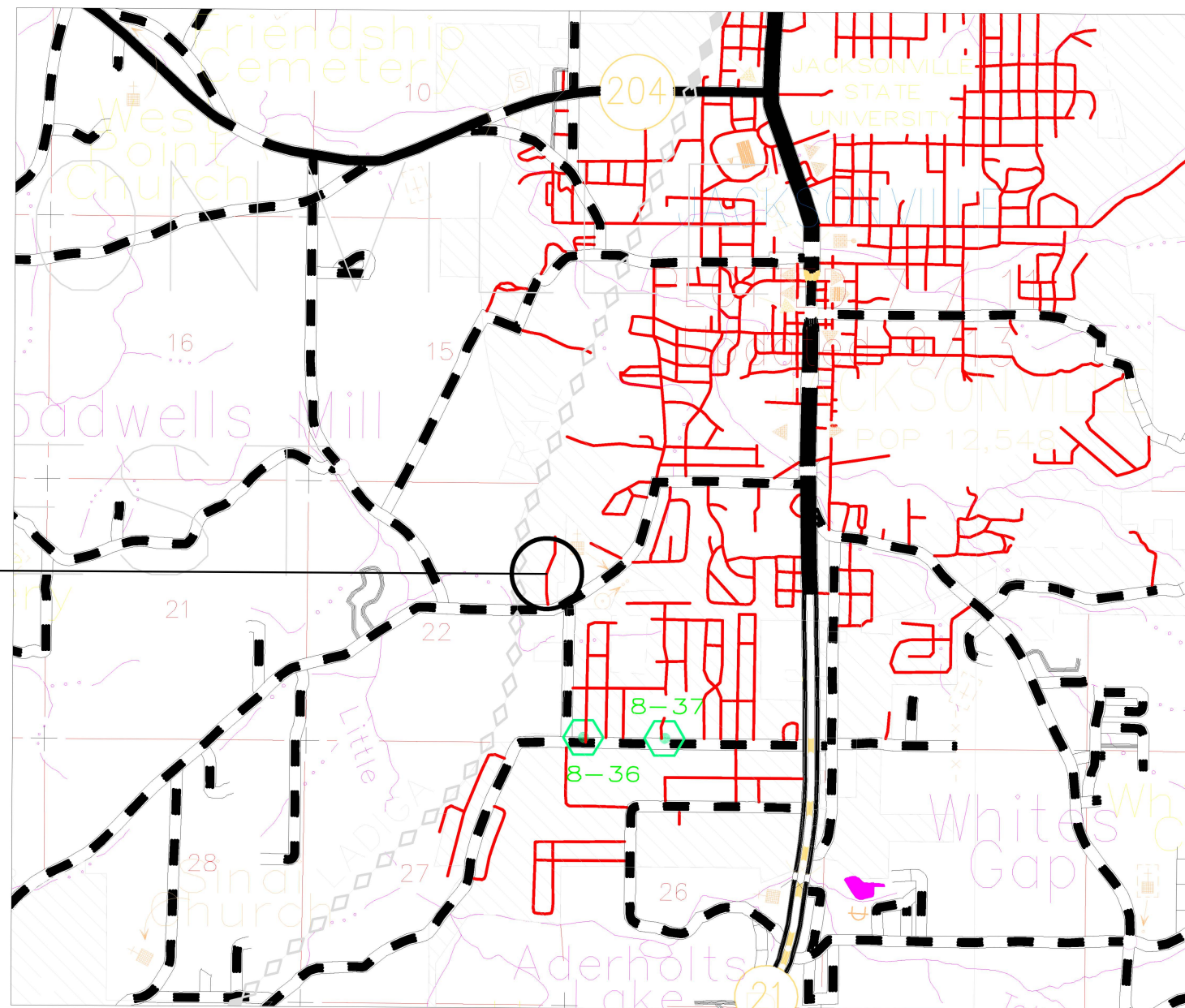


INDEX TO PROJECT

INDEX TO SHEETS

SEE SHEET NO. 1A

PROJECT LOCATION



NOTE: THESE PLANS HAVE BEEN PREPARED TO CONFORM WITH ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION 2022 EDITION.



THE BIDDERS ATTENTION IS DIRECTED AT SUBARTICLE 102.08(b) CONTAINED IN 2022 STANDARD SPECIFICATIONS CONCERNING COMBINATION BIDS (COUNTY FINANCED PROJECTS).

CALHOUN COUNTY HIGHWAY DEPARTMENT
APPROVED
COUNTY ENGINEER

PROJECT NO.	FISCAL YEAR	SHEET NO.
08-111-24	2024	1A

INDEX TO SHEETS AND SPECIAL OR STANDARD DRAWINGS

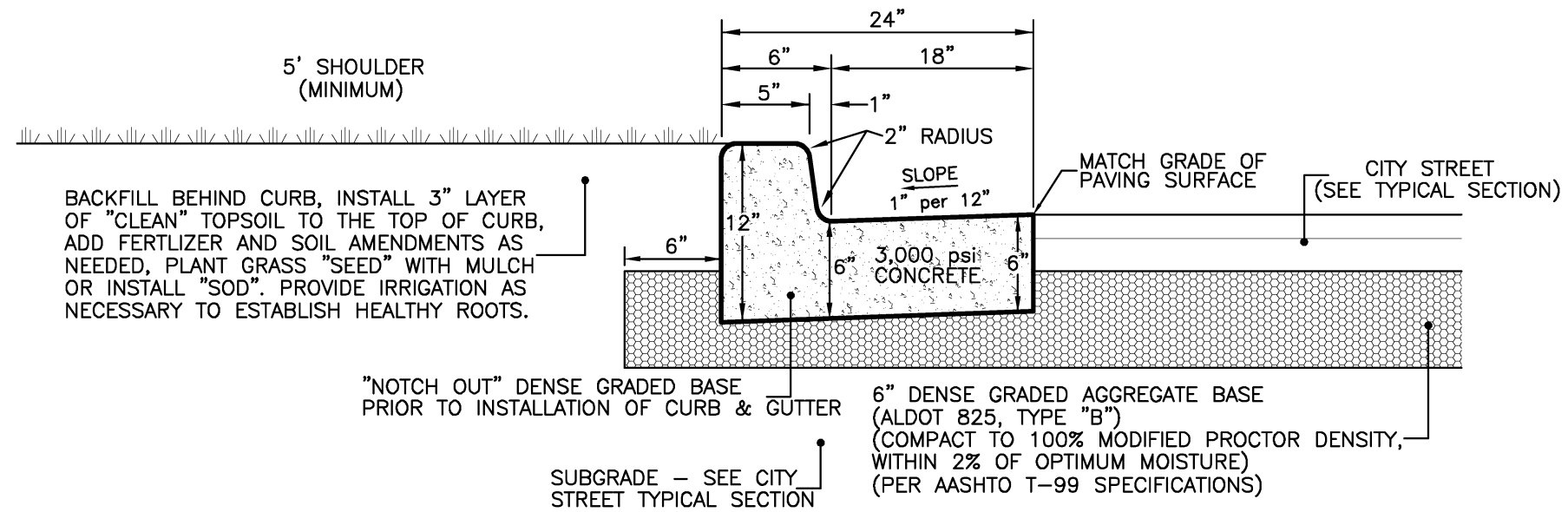
PROJECT NO. 08-111-24 CALHOUN COUNTY

INDEX TO SHEETS

SHEET NO. 1	TITLE SHEET
SHEET NO. 1A DRAWINGS	INDEX TO SHEETS AND SPECIAL OR STANDARD
SHEET NO. 2	CURB AND GUTTER TYPICAL SECTION
SHEET NO. 2A	ASPHALT TYPICAL
SHEET NO. 2B	SIDEWALK TYPICAL
SHEET NO. 2C	RAMP TYPICAL
SHEET NO. 3	SUMMARY OF QUANTITIES
SHEET NO. 4	PROJECT NOTES
SHEET NO. 5	EXISTING CONDITIONS
SHEET NO. 6	LAYOUT PLAN
SHEET NO. 7	GRADING PLAN

THE FOLLOWING IS A LIST OF SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENT) DATED 2024 WHICH APPLY TO THIS PROJECT:

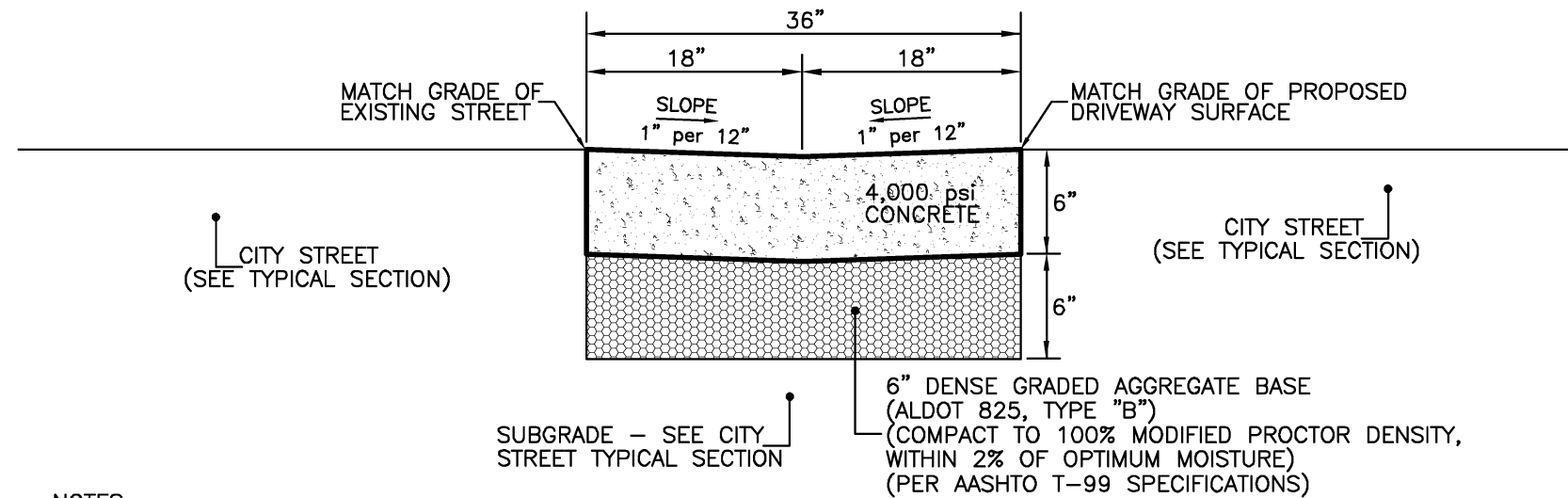
INDEX NO.	SPECIAL/STANDARD DRAWING NO.	DESCRIPTION
66508	ESC-200-4	DETAILS OF SILT FENCE INSTALLATION
66512	ESC-300-1	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
66513	ESC-300-2	DETAILS OF HAY BALE DITCH CHECKS
66515	ESC-300-4	DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
66519	ESC-300-8	DETAILS OF SILT FENCE DITCH CHECKS



NOTES:

- 1) CONTRACTION JOINTS SHALL BE SPACED A MAXIMUM OF 20' ON CENTER. JOINTS SHALL BE SAWED OR OTHERWISE CUT 2 INCHES DEEP BY 1/8 OF AN INCH WIDE AND SHALL EXTEND 2 INCHES BELOW THE PAVMENT SURFACE.
- 2) EXPANSION JOINTS SHALL BE SPACED A MAXIMUM OF 100' ON CENTER. JOINTS SHALL BE 3/4 OF AN INCH WIDE. EXPANSION JOINTS SHALL BE PLACED AGAINST CONCRETE DRIVEWAYS AND OTHER CONCRETE STRUCTURES, EXCEPT INLETS. EXPANSION JOINT FILLER/SEALER AND INSTALLATION SHALL BE AS PER ALDOT SECTION 623 AND 832.

CURB & GUTTER

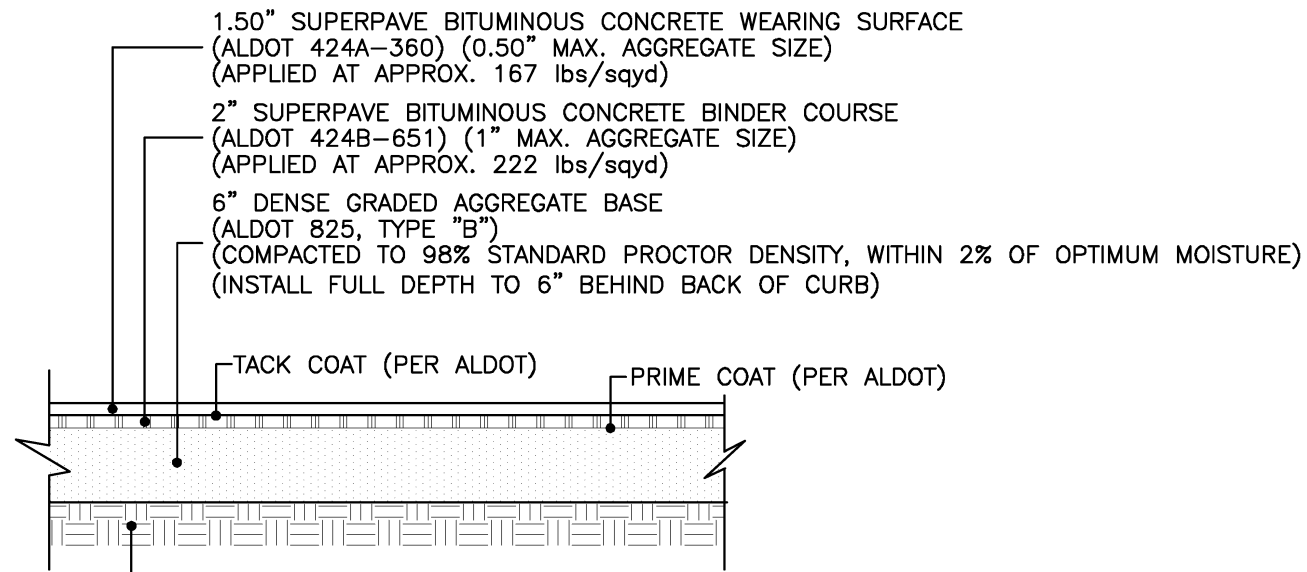


NOTES:

- 1) CONTRACTION JOINTS SHALL BE SPACED A MAXIMUM OF 20' ON CENTER. JOINTS SHALL BE SAWED OR OTHERWISE CUT 2 INCHES DEEP BY 1/8 OF AN INCH WIDE AND SHALL EXTEND 2 INCHES BELOW THE PAVMENT SURFACE.
- 2) EXPANSION JOINTS SHALL BE SPACED A MAXIMUM OF 100' ON CENTER. JOINTS SHALL BE 3/4 OF AN INCH WIDE. EXPANSION JOINTS SHALL BE PLACED AGAINST CONCRETE DRIVEWAYS AND OTHER CONCRETE STRUCTURES, EXCEPT INLETS. EXPANSION JOINT FILLER/SEALER AND INSTALLATION SHALL BE AS PER ALDOT SECTION 623 AND 832.

VALLEY GUTTER

CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING				CURB & GUTTER TYPICAL		SHEET
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE	PROJECT NO. CCP 08-111-24



1.50" SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE
 (ALDOT 424A-360) (0.50" MAX. AGGREGATE SIZE)
 (APPLIED AT APPROX. 167 lbs/sqyd)

2" SUPERPAVE BITUMINOUS CONCRETE BINDER COURSE
 (ALDOT 424B-651) (1" MAX. AGGREGATE SIZE)
 (APPLIED AT APPROX. 222 lbs/sqyd)

6" DENSE GRADED AGGREGATE BASE
 (ALDOT 825, TYPE "B")
 (COMPACTED TO 98% STANDARD PROCTOR DENSITY, WITHIN 2% OF OPTIMUM MOISTURE)
 (INSTALL FULL DEPTH TO 6" BEHIND BACK OF CURB)

TACK COAT (PER ALDOT) PRIME COAT (PER ALDOT)

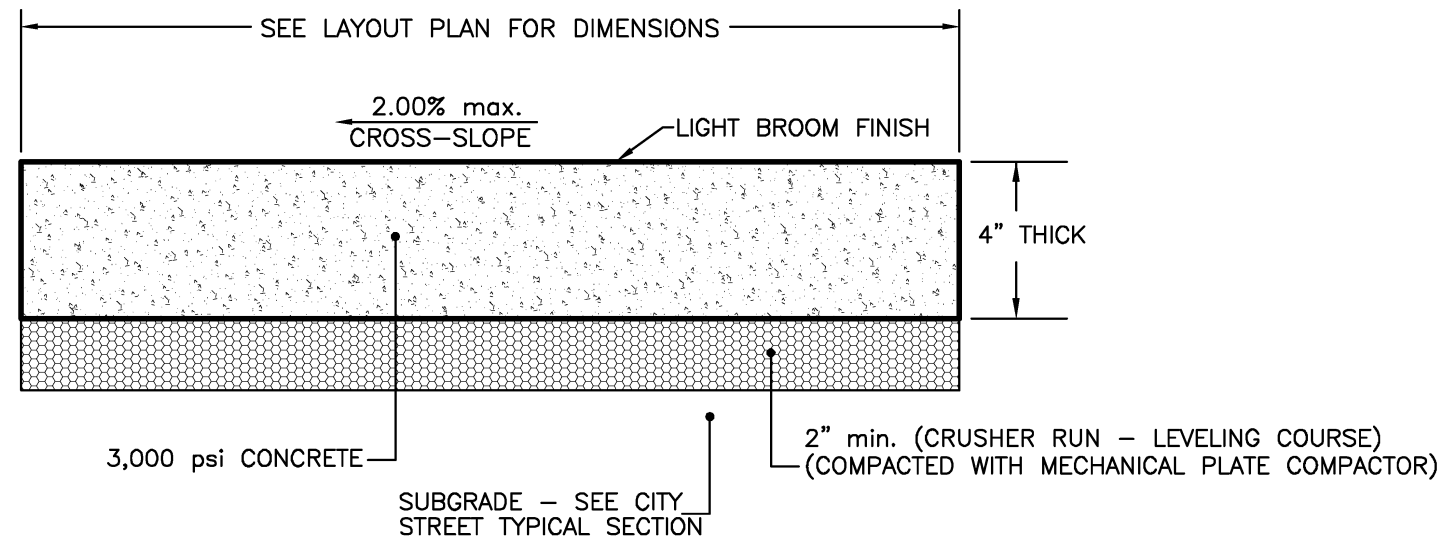
IN AREAS OF CUT, PERFORM ANY AND ALL EXCAVATION TO SUBGRADE ELEVATIONS,
 PROOF-ROLL ENTIRE AREA WITH A LOADED DUMP TRUCK (TANDEM AXLE), REMOVE
 "BAD/SOFT" MATERIALS AND REPLACE WITH APPROVED FILL MATERIAL IN 6" max. LIFTS.
 (COMPACT TO 100% MODIFIED PROCTOR DENSITY, WITHIN ±2% OF OPTIMUM MOISTURE)

SUBGRADE

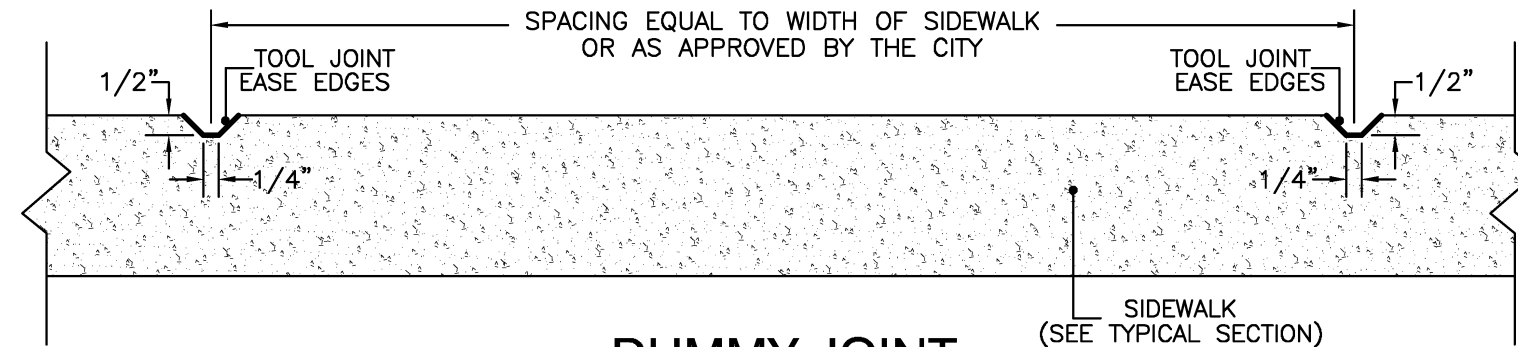
IN AREAS OF FILL, PRIOR TO PLACEMENT OF APPROVED FILL MATERIAL, PROOF-ROLL
 ENTIRE AREA WITH LOADED DUMP TRUCK (TANDEM AXLE), REMOVE "BAD/SOFT" MATERIALS
 AND REPLACE WITH APPROVED FILL MATERIAL IN 6" max. LIFTS TO SUBGRADE ELEVATIONS.
 (COMPACT TO 100% MODIFIED PROCTOR DENSITY, WITHIN ±2% OF OPTIMUM MOISTURE)

ASPHALT PAVING

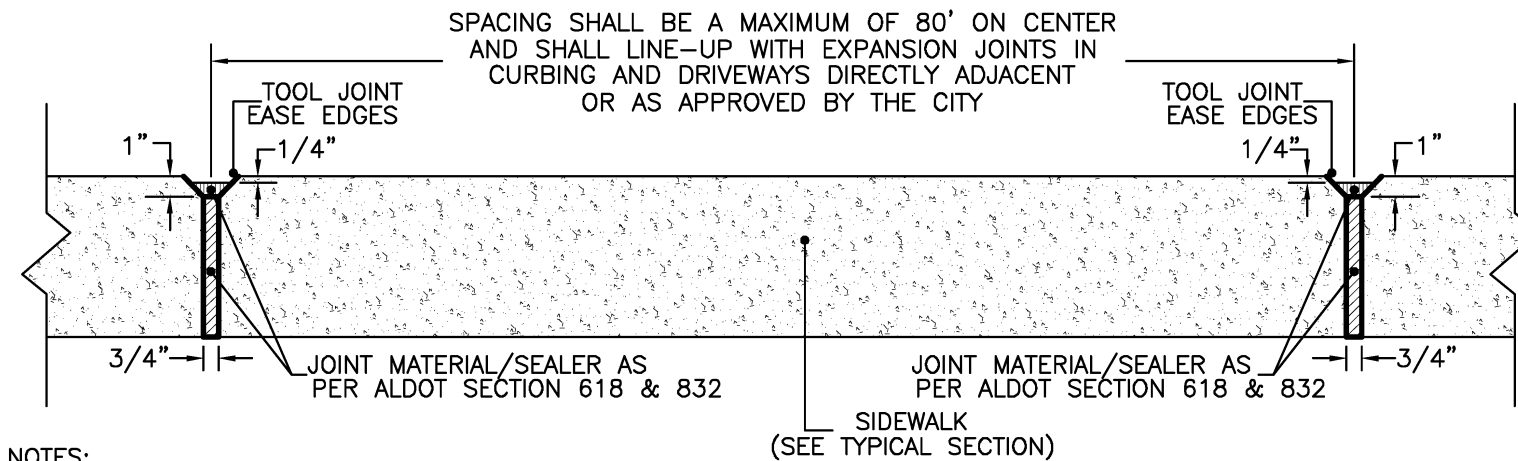
CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING			ASPHALT TYPICAL		SHEET 2A
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE



SIDEWALK and PICNIC AREA



DUMMY JOINT

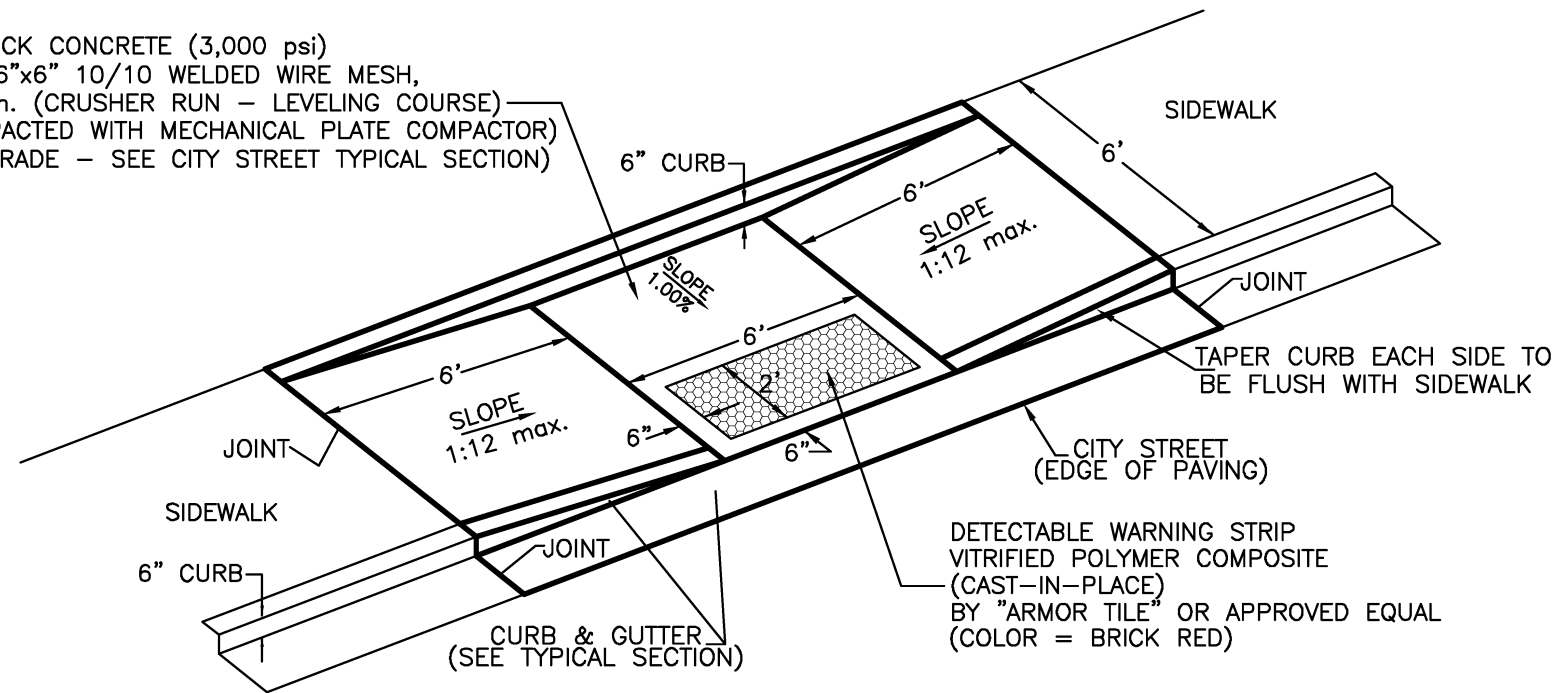


- NOTES:
- 1) EXPANSION JOINTS SHALL BE INSTALLED WHERE A SIDEWALK IS DIRECTLY ADJACENT TO CURBING OR ANY OTHER CONCRETE OR STRUCTURE.

EXPANSION JOINT

CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING				SIDEWALK TYPICAL		SHEET 2B
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE	

4" THICK CONCRETE (3,000 psi)
 WITH 6"x6" 10/10 WELDED WIRE MESH,
 2" min. (CRUSHER RUN - LEVELING COURSE)
 (COMPACTED WITH MECHANICAL PLATE COMPACTOR)
 (SUBGRADE - SEE CITY STREET TYPICAL SECTION)



NOTES:

- EXPANSION JOINTS SHALL BE PLACED AGAINST CONCRETE DRIVEWAYS AND OTHER CONCRETE STRUCTURES, EXCEPT INLETS. EXPANSION JOINT FILLER/SEALER AND INSTALLATION SHALL BE AS PER ALDOT SECTION 623 AND 832.

HANDICAP RAMP

CALHOUN COUNTY
 ENGINEERING DEPARTMENT
 160 SEATON DRIVE
 ANNISTON, AL 36205

LADIAGIA LANDING

RAMP TYPICAL

SHEET
 2C

DRAWN CCR DATE 06/24/24 APPROVED

SCALE

PROJECT NO. CCP 08-111-24

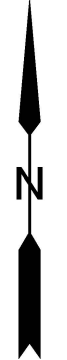
SUMMARY OF QUANTITIES

TOTAL	UNIT	ITEM DESCRIPTION	PROJECT NOTES
42	CUBIC YARDS	TOPSOIL FROM STOCKPILE	
1350	CUBIC YARD	UNCLASSIFIED EXCAVATION	
1700	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6' COMPACTED THICKNESS	200
100	GALLON	TACK COAT	
120	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	
160	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	
6	SQUARE YARD	LOOSE RIPRAP, CLASS 2, 24" THICK	
6	SQUARE YARD	FILTER BLANKET, GEOTEXTILE	
20	CUBIC YARD	SLOPE PAVING	
472	LINEAR FOOT	COMBINATION CURB & GUTTER	201,210
30	LINEAR FOOT	CURB REMOVAL	
2	EACH	TREE REMOVAL	
0.5	ACRE	SEEDING	
0.5	ACRE	MULCHING	
20	EACH	HAY BALES	
10	EACH	WATTLE	
500	LINEAR FOOT	SILT FENCE	
500	LINEAR FOOT	SILT FENCE REMOVAL	
198	LINEAR FOOT	SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE	
33	LINEAR FOOT	SOLID TRAFFIC STRIPE REMOVED (PAINT)	
317	LINEAR FOOT	CONDUIT, 2 INCH, RIGID NONMETALLIC	202,204,208
1	LUMP SUM	ELECTRICAL/WATER RELOCATE	202,209
5	EACH	LIGHT POSTS	202,204,205,206
1	EACH	GAZEBO	207

PROJECT NOTES

- 200 ROADBED PROCESSING IS WAIVED AND THE SUBGRADE SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF THE OVERLYING LAYER.
- 201 THE CONTRACTOR SHALL TRANSITION ALL REQUIRED CURB, CURB AND GUTTER, AND GUTTERS TO MATCH EXISTING CURBS, CURB AND GUTTERS, AND GUTTERS. THE TRANSITION SHALL OCCUR WITHIN THE LAST 10 FEET OF THE REQUIRED ITEM OR AS DIRECTED BY THE ENGINEER. THE COST OF THIS TRANSITION SHALL BE A SUBSIDIARY OBLIGATION OF THE ITEM BEING PLACED.
- 202 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/ OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. UTILITY LINE LOCATE REQUESTS WILL BE LIMITED TO INCREMENTS NOT TO EXCEED 2000 LINEAR FEET PER WORKING DAY OPERATIONS. MULTIPLE LOCATE REQUESTS WILL BE REQUIRED FOR PROJECTS GREATER THAN 2000 LINEAR FEET IN LENGTH.
- 203 A NOTICE OF INTENT FOR NPDES PERMIT COVERAGE IS NOT REQUIRED FOR THIS PROJECT.
- 204 CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING CONDUCTOR WIRE FOR REQUIRED LIGHT POSTS.
- 205 REQUIRED LIGHT POSTS SHALL BE EQUIVALENT TO THE EXISTING LIGHT POSTS ON SITE AND MUST BE APPROVED BY ENGINEER BEFORE INSTALLATION.
- 206 INSTALLATION OF LIGHT POSTS SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM (LIGHT POSTS).
- 207 REQUIRED GAZEBO SHALL BE IDENTICAL OR EQUIVALENT TO EXAMPLE PROVIDED IN SPECIFICATIONS AND MUST BE APPROVED BY ENGINEER BEFORE INSTALLATION. ALL WORK REQUIRED FOR INSTALLATION SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM (GAZEBO).
- 208 TIE TO CONDUIT TO EXISTING CONDUCTOR SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM (CONDUIT, 2 INCH, RIGID NONMETALLIC).
- 209 ALL APPROVED MATERIALS AND WORK ASSOCIATED WITH THE RELOCATION OF THE EXISTING ELECTRICAL AND WATER LINES WILL BE A SUBSIDIARY OBLIGATION OF PAY ITEM (ELECTRICAL/WATER RELOCATE).
- 210 NOTCHING COMBINATION CURB AND GUTTER INTO THE CRUSHED AGGREGATE BASE COURSE SHALL BE A SUBSIDIARY OBLIGATION OF PAY ITEM (CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS).
- 211 CALHOUN COUNTY WILL PROVIDE GEOMETRIC CONTROLS.

CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING			PROJECT NOTES		SHEET 4
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE



JACKSONVILLE INDUSTRIAL PARK
LOT NO. 1 PB "BB" - PG 61

LEGEND

These standard symbols will be found in the drawing.

- IRON PIN
- × PROPOSED SPOT ELEVATION
- ☼ TREE
- ⊙ WATER METER
- ☼ LIGHT POST
- PROPOSED INDEX CONTOUR
- PROPOSED CONTOUR
- EXISTING INDEX CONTOUR
- EXISTING CONTOUR
- PROPERTY LINE
- FLUME
- RIPRAP

CHIEF LADIGA TRAIL

CALHOUN COUNTY
WATER AUTHORITY

BM#1
MANHOLE LID
ELEVATION
661.39'

30" RCP
FLOWLINE
ELEVATION
658.17'

SIGN
IPF

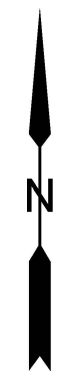
IPF

IPF

ALEXANDRIA-JACKSONVILLE HWY



CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING				EXISTING CONDITIONS		SHEET 5
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE	1:40 PROJECT NO. CCP 08-111-24

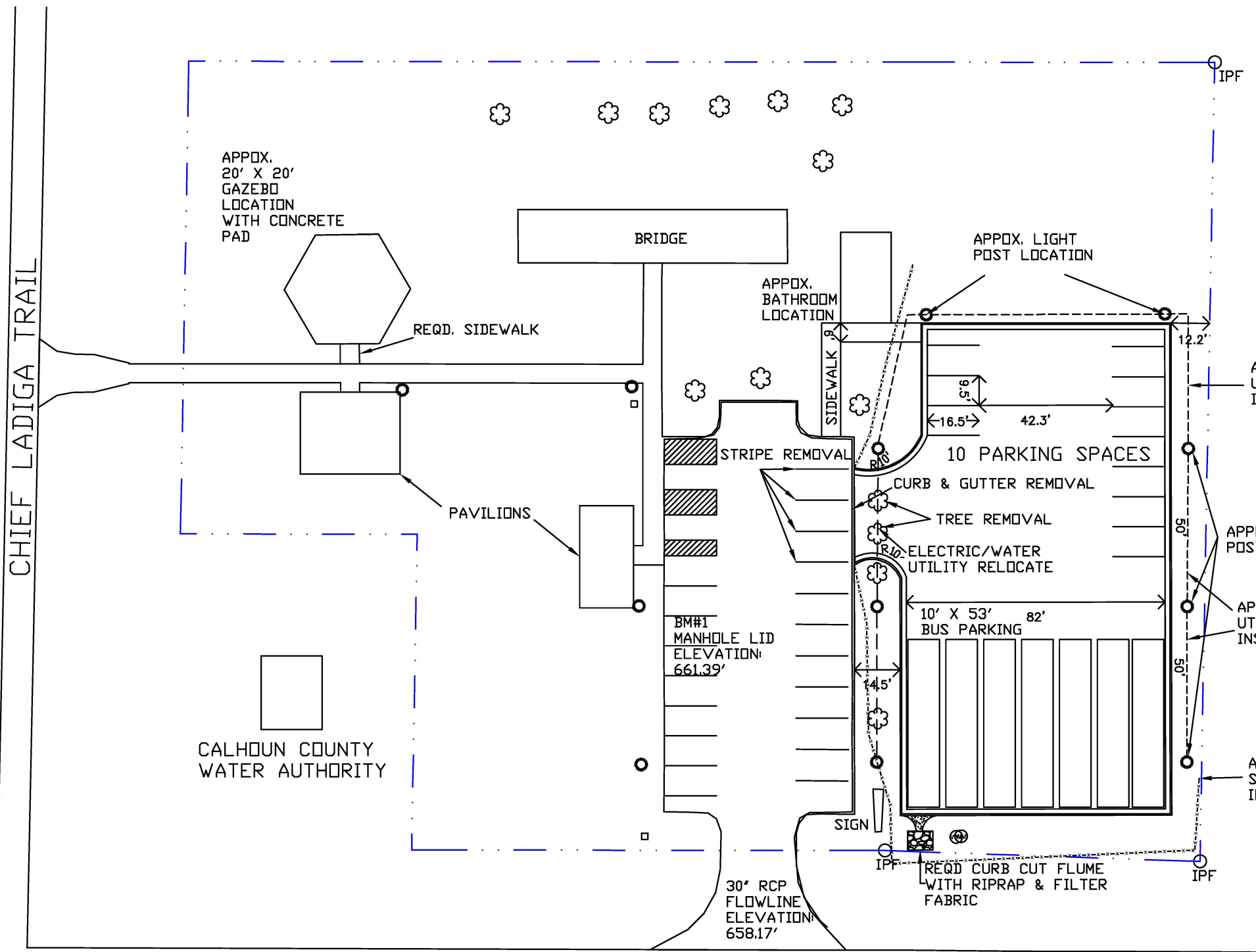


JACKSONVILLE INDUSTRIAL PARK
LOT NO. 1 PB "BB" - PG 61

LEGEND

These standard symbols will be found in the drawing.

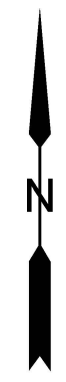
- IRON PIN
- × PROPOSED SPOT ELEVATION
- ✿ TREE
- ⊕ WATER METER
- ☼ LIGHT POST
- PROPOSED INDEX CONTOUR
- PROPOSED CONTOUR
- EXISTING INDEX CONTOUR
- EXISTING CONTOUR
- PROPERTY LINE
- FLUME
- RIPRAP



ALEXANDRIA-JACKSONVILLE HWY



CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING				LAYOUT PLAN		SHEET 6
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE	1:40 PROJECT NO. CCP 08-111-24

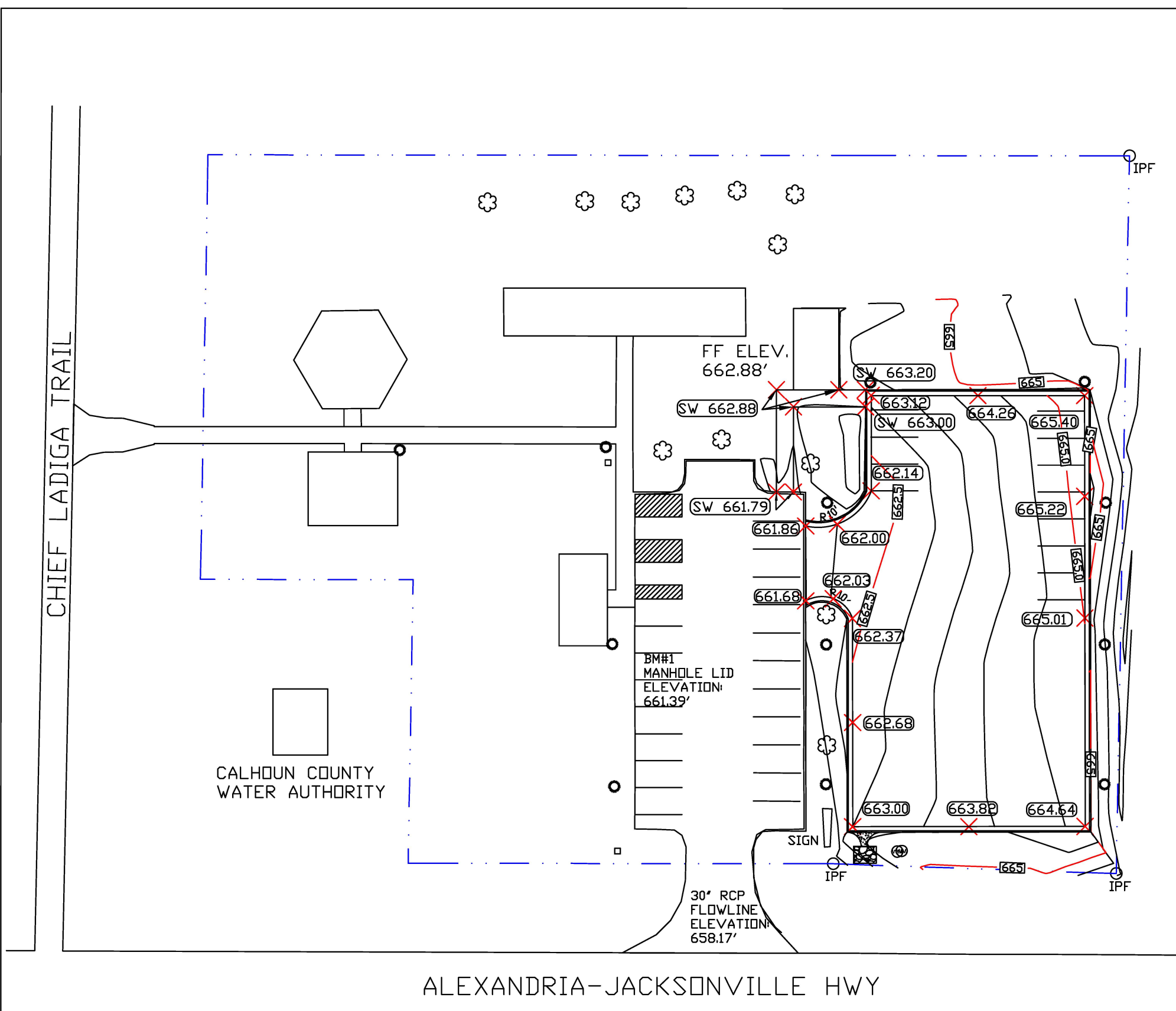


JACKSONVILLE INDUSTRIAL PARK
LOT NO. 1 PB "BB" - PG 61

LEGEND

These standard symbols will be found in the drawing.

- IRON PIN
- × PROPOSED SPOT ELEVATION
- ☼ TREE
- ⊙ WATER METER
- ⊙ LIGHT POST
- 665 — PROPOSED INDEX CONTOUR
- PROPOSED CONTOUR
- - - EXISTING INDEX CONTOUR
- - - EXISTING CONTOUR
- - - PROPERTY LINE
- ▨ FLUME
- ▩ RIPRAP



CALHOUN COUNTY ENGINEERING DEPARTMENT 160 SEATON DRIVE ANNISTON, AL 36205	LADIAGIA LANDING				GRADING PLAN		SHEET 7
	DRAWN	CCR	DATE	6/24/24	APPROVED	SCALE	1:40 PROJECT NO. CCP 08-111-24



CALHOUN COUNTY COMMISSION
ENGINEERING DEPARTMENT
160 Seaton Drive
ANNISTON, ALABAMA 36205
TELEPHONE (256) 237-4657

COMMISSIONERS

FRED WILSON

District 1

DANNY SHEARS

District 2

CAROLYN HENDERSON

District 3

J. D. HESS

District 4

LEE PATTERSON

District 5

JONATHAN W. GADDY
County Administrator

GLORIA FLOYD
County Attorney

CCP 08-111-24
Addendum No. 1
July 31, 2024

- 1) **The required gazebo has no specific specifications but must meet the following criteria.**
 - a. **Be a 20' x 20' octagon shaped gazebo**
 - b. **Have a final appearance like the picture in Appendix B**
 - c. **Have a black steel frame and black metal roof**
 - d. **Have a 4" thick concrete slab poured underneath**
 - e. **Have stone work around columns to match the existing stone work in the Chief Ladiga Landing**



CALHOUN COUNTY COMMISSION

ENGINEERING DEPARTMENT

160 SEATON DRIVE

ANNISTON, ALABAMA 36205

TELEPHONE (256) 237-4657

COMMISSIONERS

FRED WILSON
District 1

DANNY SHEARS
District 2

CAROLYN HENDERSON
District 3

TERRY HOWELL
District 4

LEE PATTERSON
District 5

CCP 08-111-24

Addendum No. 2

August 19, 2024

RODNEY MCCAIN
County Engineer

- 1) The two (2) required ADA detectable warning strips shall be subsidiary of pay item Slope Paving.**