

RUSSELL COUNTY HIGHWAY DEPARTMENT

P.O. Box 208 ▪ 97 Poorhouse Rd. ▪ Seale, Alabama 36875

Office: 334-855-0209 ▪ Fax: 334-855-1232

BID NUMBER RCP-57-021-21
To Be Received No Later Than:
10:00 A.M. Eastern Time
Wednesday, July 21, 2021

Gentlemen:

In accordance with Act No. 97-225 Alabama Public Work Law Title 39 of the Code of Alabama, Notice is hereby given that the County Commission for Russell County, Alabama will receive competitive bids for the following:

Plane, Resurface, and Stripe the Russell County Courthouse Parking Lot located at
1000 Broad Street, Phenix City, Alabama 36867
(Public Works Bid)

1. All work under this Contract shall meet the applicable material, construction, and quality requirements of the current Alabama Department of Transportation Standard Specifications for Highway Construction.
2. The successful Bidder will furnish all materials, transportation, labor and equipment necessary to perform the work.
3. Bid unit prices shall be based upon asphalt prices at the time of bid opening. The bid unit price will be adjusted based upon the monthly Asphalt Price Index published by the Alabama Department of Transportation in accordance with Section 109.03(e) of the ALDOT Standard Specifications (Current Edition).
4. The successful Bidder shall possess all proper County, State, and Federal Licenses and shall be familiar with and shall comply with all Federal, State, and Local laws, ordinances, and regulations.
5. A Performance Bond in the amount of \$50,000 covering work to be performed under this contract shall be submitted prior to beginning any work.
6. Proof of Liability Insurance and Workman's Compensation Insurance shall be submitted before any work is started. The General Liability Insurance shall be a minimum of \$1,000,000.
7. The Contractor shall indemnify and save harmless Russell County, the Russell County Commission and officers and employees from all suits, actions, or claims of any character brought because of any injury or damages received or sustained by any person, persons, or property on account of the operations of said contractor; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims or amounts arising or recovered under the Workman's Compensation Act or any other law, ordinance, order, or decree.
8. Work shall begin within 30 days after issuance of each work order unless otherwise mutually agreed upon between the contractor and the Russell County Engineer.
9. Test reports shall be submitted on all materials before final payment of each order issued under this Contract will be made.
10. The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Russell County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. **Partial Payment for proceed orders will not be provided under this contract.**

11. Bids must be submitted on this form.
12. The County will not be responsible for the security of mailed bids.
13. Each Bidder must submit a statement that they are an equal opportunity employer.
14. By submitting this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate the 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.
15. Any substitutes offered must be submitted in detail. The right to reject items or materials not of quality or under any provisions of this act is reserved.
16. Bids will be accepted until 10:00 A.M. Eastern Time on July 21, 2021, at which time Bids will be publicly opened in the Russell County Commission Chambers within the Russell County Courthouse located in Phenix City, Alabama.
17. All bids must be sealed, with the word "**BID RCP-57-021-21**" marked on the outside of the envelope and either sent via certified mail to County Administrator, Russell County Commission, Post Office Box 969, Phenix City, Alabama 36868 or hand delivered to Russell County Commission 1000 Broad Street , Phenix City, Alabama 36867.
18. The Russell County Commission reserves the right to reject any and all bids.
23. Any exceptions to these specifications should be noted on a separate listing with detailed proposed specifications.
24. Signature on bid must be in ink. Bids made out in pencil will not be accepted. Bid must be notarized. Russell County Commission reserves the right to accept or reject all bids or nay portion thereof.
25. No errors will be corrected after bids are opened. No price shall include State or Federal Excise Taxes. Tax Exemption Certificates furnished upon request.
26. The Contractor must give Russell County a 48-hour notice to when work will begin. This will ensure Russell County has the personal on job site to ensure work is done correctly.
27. All work must be performed during non-business hours of the Russell County Courthouse. The regular business hours of the Russell County Courthouse is 8:30 AM to 5:00 PM Monday through Friday.
28. Geometric Controls have been included to ensure proper drainage is maintained during the construction process of this project.

Any questions concerning these specifications should be directed to the County Engineer.

Shawn Blakeney, County Engineer
97 Poorhouse Road
Seale, Alabama 36875
Ph: (334) 855-0209 Fax (334) 855-1232
E-mail info @rchd.us

Cc: File
Bulletin Board

SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
405A-000	TACK COAT	205	GAL	\$	\$
408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	4056	SQYD	\$	\$
424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	447	TON	\$	\$
600A-000	MOBILIZATION	1	LS	\$	\$
680A-001	GEOMETRIC CONTROLS	1	LS	\$	\$
703A-001	TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE B	588	SQFT	\$	\$
740E-000	CONES (36 INCHES HIGH)	50	EACH	\$	\$
740M-001	BALLAST FOR CONE	50	EACH	\$	\$
			TOTAL BID AMOUNT		\$

I/WE hereby agree to furnish the above named items on or by the dates requested and hereby certify that all specifications as set above will be met:

I/WE Hereby Affirm I/WE Have Not Been In Any Agreement Or Collusion Among Bidders Or Prospective Bidders In Restraint Of Freedom Of Competition, By Agreement To Bid At A Fixed Price Or To Refrain From Bidding Or Otherwise.

This Bid Must Be Notarized

Sworn to and Subscribed Before me

Firm: _____

This the _____ day of _____, 20____

By: _____

Street Address: _____

City: _____

Notary Public

Telephone: _____

Federal E.I.N.: _____

Fax Number: _____

Date: _____

Terms: _____

IMPORTANT: Any Attachment hereto is made and becomes a Part of this Inquiry and must be signed by the Bidder.

BOND FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA
RUSSELL COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____ as

Contractor, hereinafter called Principal and _____

_____, as Surety, are held and firmly bound unto the Russell County Commission in the penal sum **Fifty Thousand Dollars (\$50,000.00)** for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

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

PROVIDED, HOWEVER, that the condition of this obligation is such that where-as the above bound Principal have this day entered into a Contract with the said Russell County Commission for BID RCP-57-021-21

NOW, THEREFORE, In the event the said Principal shall faithfully and promptly perform said contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said Principal to promptly and efficiently prosecute said work, in any respect, in accordance with the contract, the above bound

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

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

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

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

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

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

PAGE TWO OF BOND FOR PERFORMANCE OF THE WORK

WITNESS our hands and seals, this _____ day of _____, 20_____

_____(L.S.) _____(L.S.)
WITNESS CONTRACTOR'S SIGNATURE

NAME OF SURETY TITLE

BY: _____
ATTORNEY NAME OF CONTRACTOR

SURETY CLAIMS DEPARTMENT
ADDRESS AND TELEPHONE NUMBER

ADDRESS
NOTICE TO INSURANCE PRODUCER
Please print or write legibly your name and
complete address below, including
PRODUCERS'S COMPANY

SURETY COMPANY BOND NUMBER(S)

Countersigned by Alabama Licensed
Insurance Producer for Surety, if Applicable.

NAME AND LICENSE NUMBER

ADDRESS
