

PROPOSAL NO. 54-22

March 6, 2023

FOR THE CONSTRUCTION OF:

***Annual Bid for Bituminous Surface Treatment
(Complete In-Place)***

MARSHALL COUNTY, ALABAMA

Proposal of
Contractor Name: _____

Of (Address): _____

Phone: _____ email: _____

ALDOT Contractor Identification Number: _____
(To be used to document E-Verify)

Alabama General Contractors License Number: _____

For the Construction Of:

Annual Bid for Bituminous Surface Treatment (Complete In-Place)

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

Marshall County Engineering Department
424 Blount Ave., Suite 305
Guntersville, Alabama 35976
Phone: 256-571-7712

BEFORE: 2:00 PM ON MARCH 6, 2023

Bids will be opened at the Guntersville Courthouse in the Commission Chambers on the 3rd Floor. Award will be made at the next regularly scheduled meeting of the Marshall County Commission.

NOTICE TO CONTRACTORS

Gentlemen:

Marshall County is taking bids for labor, equipment, materials, traffic control, and any incidentals required to complete the work of the following items required for the *Annual Bid for Bituminous Surface Treatment (Complete In-Place)* work of the County. This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law. This bid shall be in effect from April 1, 2023 until September 30, 2023 covering any Proceed Orders issued by Marshall County during that time frame.

Sealed bids will be received by Marshall County Engineering at 424 Blount Avenue, Suite 305, Guntersville, AL 35976 until 2:00 PM Central Time on March 6, 2023, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Marshall County Commission. Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word "BID" on the outside of the bid package along with Bid Proposal for *Annual Bid for Bituminous Surface Treatment (Complete In-Place)*, the bid date and the Alabama General Contractor's License Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act.

All bid items shall be placed in accordance with the bid items and specifications, current revision of the Alabama Department of Transportation Standard Specifications (non-metric edition), and any Supplemental Specifications approved by the Marshall County Engineer. This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the "Department" or "Highway Department", etc. shall be understood to mean the awarding authority for this project.

Should the bidder desire to offer a substitute for any item listed in this proposal, a full description of the item(s) offered as substitutes shall be submitted to the County Engineer at least 48 hours before the time stated for opening the bids. The County Engineer will issue an addendum, if necessary, to all bidders who have obtained a bid proposal. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder. No bid proposals or additional addenda will be issued 24 hours prior to the time of the bid opening.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Marshall County reserves the right to accept or reject all Bids or any portion thereof. Marshall County Hours of Operation are 8:00 A.M. to 4:30 P.M. (Central Time) from Monday through Friday. Please remit all Bids and Inquiries to Marshall County Engineer, 424 Blount Ave., Suite 305, Guntersville, Alabama 35976.

BID PROPOSAL FOR
Annual Bid for Bituminous Surface Treatment
(Complete In-Place)

To the Marshall County Commission:

The undersigned shall give Marshall County at least 48 hours' notice in advance of performing work at any site once a Proceed Order has been issued by Marshall County. The undersigned must receive written permission to work on Saturdays, Sundays, or County recognized holidays 48 hours prior to such work commencing. Unless otherwise directed in writing by the County Engineer, the undersigned will be expected to begin work within 15 calendar days after issuance of the Proceed Order. The undersigned will be given a minimum of 45 Working Days as defined in the current revision of the Alabama Department of Transportation Standard Specifications, per Proceed Order. Each Proceed Order shall designate the amount of working days or calendar days allowed. Should the undersigned fail to complete the project or projects specified in the Proceed Order within the working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

A certified check, drawn on an Alabama Bank, or bid bond, for \$10,000 made payable to the Marshall County Commission is enclosed as evidence of good faith. Contractor shall submit with bid a copy of a certificate of insurance and workman's compensation insurance and business license. Within 15 days upon notification of bid award, the undersigned shall submit a Performance Bond for \$1.5 Million and a Payment Bond for \$750,000 to Marshall County along with the contract documents. The undersigned shall provide to the County his/her Alabama Department of Transportation (ALDOT) Vendor Identification Number as shown on the E-Verify Compliance Status List on the ALDOT website as proof of enrollment in E-Verify, along with a certificate of insurance.

The undersigned shall submit the Advertisement of Project Completion to Marshall County immediately following the completion and acceptance of all work required, per Proceed Order.

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

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

The undersigned agrees: **Final payment will be made within 35 days after all the above requirements are met; Partial Payments, to be paid no more than monthly, for each Proceed Order will be provided under this contract; Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.**

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.

INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of Marshall County, Alabama (CCMC) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

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

No work shall be performed until proof of compliance with the insurance requirements has been received by the CCMC.

(a) Worker's Compensation and Employers Liability

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

Part Two: Employers Liability

Each Accident	\$3,000,000
Each Employee	\$3,000,000
Policy Limit	\$3,000,000

- i. U. S. Longshoremen & Harborworkers' Act (USL&H) –Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) –
Endorsement required if contract involves the use of a Vessel.
Or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage.

Bodily Injury by accident (Each Accident)	\$3,000,000
Bodily Injury by disease (Aggregate)	\$3,000,000

(b) Commercial General Liability

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

	<u>Projects</u>
Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/completed	\$3,000,000
Operation Aggregate	
General Aggregate	\$3,000,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

The contractor shall name the CCMC, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 2010 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

Aggregate limits to be on a "per project" basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CCMC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$3,000,000 each accident. The policy shall name CCMC its officers, appointees, employees, and agents as an Additional Insured.

(d) **Protection and Indemnity Insurance**

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$3,000,000 per occurrence shall be maintained.

(e) **Indemnification and Liability**

Under this section the term County shall include Marshall County, the Marshall County Commission, the officers, appointees, department heads, agents, and employees of the Marshall County Commission.

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor's performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of the Contractor's work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor's work.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCMC, its officers, appointees, employees, and agents.

Certificate of Insurance

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

BID ITEMS AND SPECIFICATIONS

The unit prices below will apply to each Proceed Order issued and shall be based on Countywide Pricing. A Proceed Order may include multiple projects or sites. Each Proceed Order shall note the items required and estimated quantities per project or site.

PRICE ADJUSTMENTS will be made to all Asphalt Materials in accordance with the following: Prices on contracts developed from this bid will be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of February 2023. Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month in which delivery and placement is made. Adjustment will be made in accordance with the current ALDOT Specifications. This adjustment shall apply to the amount of tack used.

Upon request, Test Reports shall be submitted on all materials before Payment will be made. The Contractor shall furnish flagmen and portable traffic control devices (or other method approved by the County Engineer) in accordance with current revision of the Manual of Uniform Traffic Control Devices (MUTCD). The Marshall County Engineer shall serve as the final authority for all phases of workmanship and materials.

Materials and construction requirements shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022, latest edition.

Bituminous Surface Treatment (Complete In-Place)

<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION Ø</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>\$ UNIT COST</u>
1-1	401A-009	Bituminous Treatment K	*	Sq. Yd.	\$ _____
1-2	401A-006	Bituminous Treatment G	*	Sq. Yd.	\$ _____
1-3	401B-100	Bituminous Treatment E (with polymer additive)	*	Sq. Yd.	\$ _____
1-4	401A-008	Bituminous Treatment J	*	Sq. Yd.	\$ _____
1-5	409A-001	Triple Layer Bituminous Treatment	*	Sq. Yd.	\$ _____
1-6	433A-000	Scrub Seal	*	Sq. Yd.	\$ _____

* Estimated Quantity will vary in amounts due to the fact that length of projects, if any, is unknown.

Ø ALDOT 2022 Standard Specifications

The undersigned hereby states that this Bid Proposal is to the best of their knowledge; their true and correct bid, except for changes initiated herein, and is submitting these bid items for review and consideration.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Name and Address of Member of Firm _____

Signature of Bidder (Corporation) _____

President (signature)

Printed Name

Secy. & Treas. (signature)

Printed Name

Attest: _____ **Incorporated in** _____
State

(Corporate Seal)

BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety,
(Address)

are held firmly bound unto MARSHALL COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of **Ten Thousand Dollars (\$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, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Annual Bid for Bituminous Surface Treatment (Complete In-Place)

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 and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, 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 responsible 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.

Witness our hands and seals this _____ day of _____, 20_____.

Signature of Individual Bidder: (Use only where bidder is an individual)

_____, Doing business as _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

Name of Corporation, Partnership, or Joint Venture:

(Name of Partnership, Joint Venture or Corporation)

Business Mailing
Address:

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

Business Mailing
Address:

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

Business Mailing
Address:

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

(Corporate Seal)
Attest:

(Secretary)

Name of State under the laws of which the
Corporation was chartered:

(State)

(Corporate Seal)
Attest:

(Secretary)

Name of State under the laws of which the
Corporation was chartered:

(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: Valid Power of Attorney Must Be Attached.