

*Limestone
County Commission*

*Chairman
Collin Daly*

*Administrator
Ellen Morell*



*Commissioners:
Daryl Sammet
Danny Barksdale
Derrick Gallin
LaDon Townsend*

August 18, 2023

**INVITATION FOR BIDS
PROPOSAL NO. 2840**

ASPHALT PLANT MIX LAID IN PLACE

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids on the following items:

ASPHALT PLANT MIX LAID IN PLACE. SEE ATTACHED SPECIFICATIONS.

This Bid will be effective October 1, 2023 through September 30, 2024.

BIDS: All applicable taxes must be included in the amount of bid price.

Date of Delivery: **AS REQUESTED** Term: **NET 30 DAYS**

You are invited to bid on the above specifications. Any substitutes offered must be submitted in detail. The right to reject any items or materials not of quality or under any provisions of this act is reserved.

Bids will be opened on **Tuesday**, the **12th** day of **September 2023**, at **10:00 a.m.** and awarded on **Monday**, the **18th** day of **September 2023**, at **10:00 a.m.**

REQUIREMENT: Pursuant to Alabama Code 31-13-9, as a condition of the award of any contract, the business entity or employer, and any of its subcontractors, shall provide a sworn affidavit and documentation that it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; that it is enrolled in the E-Verify program; and, during the contract period, it will participate in the E-Verify program and will verify every employee that is required to be verified under applicable state and federal laws. During the performance of the contract, the business entity or employer shall participate in the E-Verify

program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

All bids must be sealed, and the word "BID," name of item, proposal number, and opening date marked on the outside of the envelope.

Submit bids to: Limestone County Commission
310 W. Washington Street
Athens, AL 35611



COLLIN DALY, Chairman
Limestone County Commission

CONSTRUCTION SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
ASPHALT PLANT MIX LAID IN PLACE

LIMESTONE COUNTY COMMISSION
ATHENS, ALABAMA

INFORMATION FOR BIDDERS

Separate sealed BIDS for **ASPHALT PLANT MIX, LAID IN PLACE** for the Limestone County Commission, 310 West Washington Street, Athens, AL 35611, consisting of furnishing asphalt plant mix, testing, labor, supervision, fuel, lubricants, maintenance and equipment for constructing the work items, will be received by the Limestone County Commission, 310 West Washington Street, Athens, AL until **10:00 a.m., Central Daylight Time, September 12, 2023**, and will be publicly opened and read aloud at that time. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR ASPHALT PLANT MIX, LAID IN PLACE, LIMESTONE COUNTY COMMISSION, ATHENS ALABAMA. All bids must be on the required bid form contained herein.

The OWNER may waive any informalities or minor defects or reject any or all bids. Notice to proceed for the various segments of work shall be provided by the County Engineer. The period of the contract shall be from October 1, 2023 or the date of the Agreement, whichever is later, until September 30, 2024.

This contract may be cancelled at any time by the Limestone County Commission with 45 days written notice given to the contractor. The contractor may forfeit this contract, without penalty, on October 1, 2023 with 45 days prior written notice given to the Limestone County Commission.

Copies of these contract documents are available for procurement by prospective bidders at the office of the Limestone County Commission, 310 West Washington Street, Athens, Alabama.

The quantities shown in the bid schedule are for the purpose of determining the lowest overall bid only and actual quantities placed under this contract will vary significantly from the quantities shown. The locations where this work will be performed has not been determined at this time and may be anywhere within the boundaries of Limestone County.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

Each BID must be accompanied by a BID BOND payable to the OWNER for 5 percent (5%) of the total amount of the BID with a maximum limit of \$10,000. As soon as the CONTRACT has been awarded the BID BOND of all unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and the PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND, in the amount of 100% of the CONTRACT PRICE with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

A PAYMENT BOND, payable to the Limestone County Commission, shall be executed in the amount of 50% of the CONTRACT PRICE, with the obligation that the contractor shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorney's fees incurred by successful claimants of plaintiffs in civil actions on the bond.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and bond forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within 10 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the Agreement and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may, by written notice, withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice of the owner.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made as a whole to one BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract.

The attention of all BIDDERS is called to the provisions of CONTRACTOR'S ALABAMA LICENSE LAW governing "General Contractors" as set forth in Chapter 8 of Title 34 of the Code of Alabama as amended; and BIDDERS will be governed by said law insofar as it is applicable. The above-mentioned provisions of the CODE provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid General Contractor's permit or license as provided by the foregoing section of the Code and that his BID may not be considered without producing evidence that he is so qualified. The OWNER may not enter into a CONTRACT with a non-resident corporation which has not qualified under the State laws to do business in the State of Alabama. It is expressly noted for this project that the CONTRACTOR must be licensed under the specialty classification of Highways and Streets.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the WORK, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: claims under the workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The Contractor shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less

than \$1,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.

The Contractor shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the WORK and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees.

These instructions and bid items, together with the following specifications, BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND AGREEMENT constitute the contract documents.

Payment shall be net monthly, without retainage, with estimate prepared and approved by the County Engineer.

SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS

1. Construction materials, equipment and procedures shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, Sections 424 and any Special Provisions issued by the Alabama Department of Transportation.
2. The CONTRACTOR will furnish equipment, labor, fuel, lubricants, supervision, insurance, administration, maintenance and repairs, and all incidentals and appurtenances for the production, transportation, and placement of Asphalt Plant Mix within Limestone County, Alabama.
3. This contract will cover PROJECTS to be determined during the contract period by the Limestone County Commission. The Contractor will begin work on any given PROJECT within 20 working days from issuance of a Notice to Proceed. If contractor cannot begin project within 20 working days, Contractor must request written time extension or Limestone County Commission may utilize other contracts to ensure project completion.
4. Each load of plant mix delivered to the PROJECT will be visually inspected by the County Engineer or his designee. If, in the opinion of the County Engineer or his designee, the mix delivered to the jobsite is unsuitable for the intended use, the County Engineer or his designee may refuse that load of mix and order it returned to the plant. No payment will be

made for any mix not placed on the PROJECT. Compaction shall be to the satisfaction of the County Engineer or his designee.

5. Bituminous Material Price Adjustment as defined by ALDOT specifications and special provisions shall be applied to material placed under this contract. The base month for these adjustments shall be September 2023.
6. The contract unit price for Mobilization shall include all equipment, fuel manpower, etc. necessary to move the equipment required to accomplish the work associated with each PROJECT to the PROJECT site. The contract unit price for Mobilization shall be paid one time on each PROJECT.
7. The CONTRACTOR shall be responsible for security and maintenance of his equipment on a continuous basis during the contract period.
8. Traffic Control shall be the responsibility of the CONTRACTOR for all work performed under this contract. Traffic Control will be as shown on the attached sheet titled "Traffic Control Plan, Two-Lane Highway, One Lane Closed" (copy attached). The CONTRACTOR will furnish all signs, vehicles, flaggers, paddles, cones and other devices as shown on the drawing at no additional cost to the contract. The use of cones may be omitted with the concurrence of the County Engineer.
9. Contractors tendering proposals or bids for this contract shall exhibit inherent capability to provide equipment and supervision to efficiently place a minimum of 1000 tons of asphalt plant mix each day. At the request of the County Commission, the bidders shall provide a list of equipment which is presently owned and operated on a regular basis by the contractor tendering the bid.
10. Tack Coat will be applied as directed by the County Engineer and the cost of such included in the per ton contract price.
11. Bituminous Concrete Base Layer, Widening, shall include cutting out existing shoulder material to the depth specified by the Engineer and blading the material back up to the edge of the pavement after placement of the widening mix.
12. Quantities shown herein are for the purpose of determining the lowest bidder based on all expected items of work. Final quantities placed during the contract period will vary significantly from the estimated quantities below.

**BIDDER'S PROPOSAL FOR
ASPHALT PLANT MIX LAID IN PLACE
LIMESTONE COUNTY**

Indicated below are unit price and total bid based on unit prices.

Description	Quantity	Unit	Unit Price	Amount
Mobilization to Project Site	15	Each	\$ _____	\$ _____
Bituminous Concrete Plant Mix (leveling or seal) 1/2" Max. Aggregate Size Mix	18000	Tons (2000 lbs)	\$ _____	\$ _____
Bituminous Concrete Plant Mix (leveling or seal) 3/4" Max. Aggregate Size Mix	6000	Tons (2000 lbs)	\$ _____	\$ _____
Bituminous Concrete Binder Layer, Patching 3/4" Max. Aggregate Size Mix,	5000	Tons (2000 lbs)	\$ _____	\$ _____
Bituminous Concrete Base Layer, Widening 3/4" Max. Aggregate Size Mix	1000	Tons (2000 lbs)	\$ _____	\$ _____
Aggregate Surfacing, 1 1/2" down Crusher Run	3500	Tons (2000 lbs)	\$ _____	\$ _____
Planing Existing Pavement, Approximately 1" thru 2"	4000	Square Yards	\$ _____	\$ _____
Total Bid Based on Unit Prices			\$ _____	

Words & Figures

The BIDDER, by execution hereafter, hereby agrees to construct the hereinbefore described and specified work at the unit prices bid, with the final contract amount calculated from actual measured quantities. These quantities may be substantially increased or decreased at the discretion of the Limestone County Commission with no liability incurred by the County Commission.

AND, FURTHER, that after notice of award, we hereby accept this contract proposal as being complete and binding if timely notices and agreement are performed by the Limestone County Commission as herein before described.

Witness our hand and seal, this ____ day of _____, 2023.

CONTRACTOR: _____

BY: _____

NAME (printed): _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

ATTEST: _____

NAME: _____

TITLE: _____

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.

AGREEMENT
ASPHALT PLANT MIX LAID IN PLACE
October 1, 2023 – September 30, 2024

THIS AGREEMENT, made this ____ day of **September, 2023** by and between the **Limestone County Commission**, hereinafter called "OWNER" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **ASPHALT PLANT MIX LAID IN PLACE.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. This AGREEMENT will remain in effect from the date of the AGREEMENT until **September 30, 2024.**
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) INFORMATION FOR BIDDERS
 - (B) SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS
 - (C) BIDDERS PROPOSAL
 - (D) BID BOND
 - (E) PERFORMANCE BOND
 - (F) PAYMENT BOND
 - (G) AGREEMENT
6. The OWNER will pay to the CONTRACTOR for the work performed on a monthly basis for the amount of work performed under this contract. Payments may be made more often than a monthly basis if agreed upon by the CONTRACTOR and the OWNER.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, and administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

LIMESTONE COUNTY COMMISSION

BY: _____
COLLIN DALY
Chairman

(SEAL)
ATTEST:

ELLEN MORELL
Administrator

CONTRACTOR: _____

By _____
Name _____
(Please Type)

Address _____

(SEAL)
ATTEST:

Name: _____
(Please Type)

PAYMENT BOND
Asphalt Plant Mix, Laid in Place
October 1, 2023 – September 30, 2024

KNOW ALL MEN BY THESE PRESENT that:

(Name of Contractor)

(Address of Contractor)

_____ a hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety are held and firmly bound unto

The Limestone County Commission

(Name of Owner)
310 West Washington St., Athens, Alabama 35611

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the U.S. for the part of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into an AGREEMENT with the owner dated September ____, 2023, a copy of which is hereto attached and made a part hereof for the construction of **Asphalt Plant Mix, Laid in Place**.

NOW, THEREFORE, if the Principal shall promptly make payment to, all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution

of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR, or otherwise, then obligation shall be void; otherwise to remain in full force and effort. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in two (number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2023.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Alabama.

PERFORMANCE BOND
Asphalt Plant Mix, Laid in Place
OCTOBER 1, 2023 – SEPTEMBER 30, 2024

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, am held and firmly bound unto **The Limestone County Commission, 310 West Washington St., Athens, AL 35611** hereinafter called OWNER, in the penal sum of , (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of September, 2023, a copy of which is hereto attached and made a part hereof for the construction of **Asphalt Plant Mix, Laid in Place**.

Now, THEREFORE if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it 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 any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF this instrument is executed in two (number) counterparts, each one of which shall be deemed and original, this the ____ day of _____, 2023.

ATTEST:

Principal

(Principal) Secretary

(SEAL) By _____

Address

Witness as to Principal

Address

Surety

ATTEST:

Surety (Secretary)

(SEAL)

By _____

Witness as to Surety

Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Alabama.