

CITY OF LOXLEY, ALABAMA

**BID DOCUMENTS FOR
ASPHALT RESURFACING PROJECT 2023
FOR THE CITY OF LOXLEY, ALABAMA**



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INVITATION TO BID

STATE OF ALABAMA
COUNTY OF BALDWIN
CITY OF LOXLEY

NOTICE IS HEREBY GIVEN that the City of Loxley in Alabama, will receive bids in the City Hall on July 10, 2023 no later than 10:00 a.m. for asphalt resurfacing work. Bids will be opened July 10, 2023 at 10:00 a.m., in the City Hall. Bids received after the July 10, 2023 at 10:00 a.m. deadline will not be considered. All time to be determined solely by the clock on the wall at the City Hall. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the City Hall file stamp which shall be impressed on the face of all such documents when and as presented at the City Hall.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of nineteen (19) pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Director of Public Works, Robert Davis at (251) 747-1662 phone.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to the Director of Public Works in writing by letter to P.O. Box 9, Loxley, AL 36551 or by e-mail to rdavis@cityofloxley.com at least forty-eight (48) hours before submission date of bids. The City of Loxley cannot, and does not guarantee that inquiries sent by mail or e-mail will be received or responded to on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Public Works Department; Robert Davis at (251) 747-1662 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for the City of Loxley.

Contact initiated by a potential bidder with the City of Loxley will be only as specifically set out in this invitation. Any other contact with a City of Loxley official initiated by a potential bidder or bidder regarding this bid, between the date of this invitation to the date of bid award, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the City of Loxley.

BIDDER QUALIFICATIONS

All Bidders shall be in compliance with all applicable federal, Alabama State, City of Loxley and municipal laws, regulations, resolutions and ordinances, including, without limitation, all certifications, licenses, and permits, per Alabama Code (1975), as amended, Sections 10-2B-15.01, et seq. (concerning out-of-state corporations doing business within Alabama), Sections 34-8-1, et seq. (concerning general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement of structure costing \$50,000.00 or more), Sections 40-12-1, et. Seq. (concerning licenses), Sections 40-14A-1, et seq. (concerning taxation of corporations conducting business in this state), and Sections 40-23-1, et seq. (addressing sales and use tax); provided, the bidder is not exempted from the above mentioned Code Section elsewhere in the Code. All Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under the applicable above mentioned Code Sections, suitable to, and upon request by, the City of Loxley. Such evidence or documentation may be submitted with the bid.

All out-of-state bidders must provide proof of certification of authority, and any required registration, to transact business in this State, obtained from the Secretary of State, all as provided for in Sections 10-2B-15.01 et seq. and 10-8A-101, et seq., Code of Alabama 1975, as amended, in order to perform work for the City of Loxley. Bidder's Registration Number shall be provided on the Bid Submittal Form. The phone number for the Secretary of State is (334) 242-5324, Corporate Division.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Submittal Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed bid package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Loxley regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Variations shall be treated likewise, i.e. shall be labeled "**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available. It is the intent of the City to award bids, which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, SHALL BE INCLUDED WITH THE BID. Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law.

No exceptions will be allowed.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Submittal Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Submittal Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid and contract documents. The financing agency and the City of Loxley must approve any assignment of the financing agreement. Failure to disclose the financing information and all conditions will disqualify the bidder, and will constitute grounds to invalidate any resulting contract, at the City of Loxley's sole discretion.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the Bid Number **(2023-01)** with "**NO BID**" written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Sealed bids shall be submitted on or before July 10, 2023 at 10:00 a.m. Central Standard Time.

Bids must be submitted on the Bid Submittal Form attached as Attachment 2 hereto with the required information attached. A sealed envelope containing the original bid and one (1) copy must be delivered to Loxley City Hall, 1089 S. Hickory Street, Loxley, AL, or mailed to

ATTN.: Robert Davis
City of Loxley
P.O. Box 9
Loxley, Alabama 36551.

All bids received must be in a sealed envelope plainly marked, "**SEALED BID FOR ASPHALT**

RESURFACING 2023”.

The original and one copy of the bid must be presented. No faxed, emailed or telephone bids will be accepted. Bids will be good for a period of thirty (30) days after being opened. Should no award be made within thirty (30) days, the City reserves the right, as the best interests of the City and its citizens require, to reject any or all bids, and to waive any informalities in bids received. Bids will be evaluated to determine the most responsible and responsive bidder. The determination of bidder responsibility and responsiveness to the bid specifications as they relate to the provision of the services hereunder shall be made by the City, in its sole and absolute discretion. No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the City of Loxley.

Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence.

Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the City of Loxley.

The City of Loxley reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The City of Loxley reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

The successful bidder receiving the award of the contract shall be required to enter into a contract with the City of Loxley in the form attached as Attachment 3 hereto. No modifications of the provisions of this contract will be accepted as a part of the bid submittal. Reservation is made to jointly modify the contract after the award upon the unanimous consent of all parties.

COMPLIANCE WITH TITLE 39 OF THE CODE OF ALABAMA (1975)

As a condition of any bid award and the respective contract(s) pursuant thereto, the City of Loxley places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such contract with the City of Loxley for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with the City of Loxley for the prosecution of any public works shall be in compliance with, and have full

knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of completion by an advertisement in a newspaper of general circulation published within the city or town in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. The contractor shall make proof of publication of the notice to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published...." §39-1-1(f) Code of AL 1975.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand dollars (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, in the City of Loxley of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the bid award and the respective contracts resulting therefrom. Furthermore, the City of Loxley takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this ____ day of _____.

ATTEST:

City Clerk

Richard Teal, Mayor

SPECIFICATIONS FOR BID # 2023-01

WHEREAS, certain roads lying within the municipal limits of the City of Loxley are in need of asphalt resurfacing;

NOW, THEREFORE, the City of Loxley is requesting bids from contractors to perform and supply the labor, work, materials and supplies reasonably necessary to repave and resurface the asphalt on certain roads, as set forth below, which are located within the municipal limits of the City of Loxley:

THE PROJECT.

The City of Loxley is requesting bids from experienced contractors to enter into a contract to perform and supply the labor, work, materials and supplies reasonably necessary to repave and resurface those certain portions of the roads set forth below for the City of Loxley (the "Asphalt Resurfacing Project 2023"). It will be the responsibility of the Contractor to measure and verify the project areas. The following roads are proposed for bidding:

1. Mill, Resurface, and stripe Hwy 49 North (Between Industrial Park Dr. & Hwy. 59). – 24' x 5,913'
2. Mill, Resurface, and stripe Hwy 49 North (Beginning at 29896 County Rd. 49 and stopping at 30580 County Rd. 49)- 24' x 4,429'
3. Alley Behind Loxley Public Library (Between CR64 & E. Loxley Ave).- 14' x 217'
4. Resurface Parking Area at Loxley Public Library)- 15'x105'
5. Parking Area for Loxley Public Library. - 20'x70'
6. Mill, Resurface parking area on southside of Loxley Auto Parts (Drainage improvements may be required)- 32'x274'
7. Meadowood Dr.- 24'x 298'
8. Sherwood Ln.- 24'x 300'

The City of Loxley intends that the successful bidder(s), herein after Contractor(s), shall provide all necessary labor, services, equipment, materials, and supplies. The bid documents are comprised of the following components:

Scope of Work: Attachment 1

Bid Submittal Form: Attachment 2

Contract: Attachment 3

REQUIRED INFORMATION.

All bids must include the following information:

1. Name and address of bidding entity.

2. Contact information for the bidder's representative for the bid information, including phone number, fax number and e-mail address.

3. Federal Employer Identification Number.

4. Proof of current state licensure.

5. Proof of current general liability insurance coverage as required below.

6. Roster of employed personnel.

7. List of proposed subcontractors.

8. Detailed description of any equipment currently in service which would be required to fulfill the obligations of the contract for these services and the means and methods of acquiring the same.

9. Detailed description of any additional equipment not currently in service which would be required to fulfill the obligations of the agreement and the means and methods of acquiring the same.

10. Past experience performing road paving or asphalt resurfacing. (Last three related jobs performed.)

11. A list of existing and past contracts with local governments, state or federal agencies for similar work.

12. A list of at least 2 references for which the contractor has performed services within the past three (3) years that are similar to the scope of services to be provided hereunder. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

13. A Performance Bond in the form and terms approved by the City of Loxley in an amount not less than the sum of the bid will be required at the signing of the CONTRACT, and in addition, a Labor and Materials Bond in the form and terms approved by the City of Loxley in an amount not less than fifty percent (50%) of the CONTRACT price insuring payment for all labor and materials.

Forms furnished, or copies thereof shall be used in strict compliance with the requirements of the Invitation to Bid, these instructions and the general specifications for project. Special care should be excised in the preparation of bids. All designations and prices shall be fully and clearly set forth. Any blank spaces in the bid forms shall be suitably filled in.

The City of Loxley may make such investigations as they deem necessary to determine the ability of the bidders to furnish all equipment and perform all work. The City of Loxley reserves the right to reject bids from any bidder who by the evidence submitted, or investigation of such bidder, fails to satisfy the City of Loxley that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials and/or work contemplated therein.

INDEMNIFICATION AND INSURANCE.

The Contractor agrees that he/she/it shall and will indemnify, hold harmless and defend the City, its agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees) which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whatsoever (including the officers, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the Contractor shall procure and maintain at their expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation laws of the State of Alabama.
2. Comprehensive General Liability

Bodily injury, including death	\$1,000,000 per person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate
3. Comprehensive Automobile Liability

Bodily injury, including death	\$1,000,000 per person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under these bid and contract documents with limits not less than those specified herein. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company or companies licensed to do business in the State of Alabama and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City.

Contractor shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

CONTRACTOR'S RESPONSIBILITY.

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent Contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of their own personnel and scheduling of the work required to insure its proper and timely performance and they shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and they shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at their own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all federal, state or municipal laws and regulation in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Alabama.

PROSECUTION OF WORK.

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him. That superintendent's name and phone number shall be furnished to the City prior to the start of any work. Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the City's Director of Public Works.

CHANGES AND EXTRAS.

The City may at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. If any change causes in increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both Contractor and City. Likewise, any claim for extra charges by the Contractor must be agreed upon in writing by the City prior to beginning such work.

ATTACHMENT 1

Scope of Work

The Contractor agrees to furnish all the labor, tools, materials and equipment necessary to complete in every detail the street resurfacing in accordance with these bid documents, including, but not limited to, the following:

Overview.

1. Road edges are to be clipped prior to resurface and excess debris removed by contractor.
2. Resurface material to used or equivalent to 429-A Bituminous concrete wearing surface layer with ½ aggregate size maximum 165 lb/sy.
3. 401-A Bituminous Treatment Type A (0.25 gal/sy).
4. Streets to be striped with outside lines, centerlines, stop bars and hash marks where needed.
5. Connections to existing asphalt are to be milled in.
6. All debris to be removed and hauled off by contractor.
7. Contractor responsible for traffic control.
8. Contractor to verify measurements and areas of paving with Public Works Director. (Please note measurements are approximate).

Working Condition.

The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their rollers, paver, and other essential equipment on adjacent streets as long as no private driveways are blocked and all equipment is marked with reflective barricades. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud, dirt, paper or rock. All heavy accumulations shall be removed by the Contractor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55°F.

Milling.

Majority milling work shall be done with a self-propelled grinding machine capable of removing approximately 6 ft. of material in a single pass at a depth ranging from 1 to 2 inches. Unless otherwise noted, all milling shall be done to an average depth of 1 ½ inches. At adjoining concrete

curbs, at least 1 ¼ inches of concrete shall be visible after milling is complete. All millings must be removed immediately from the pavement and must not be allowed to remain on the street more than one (1) hour. Care must be taken to avoid damaging manhole lids, water and gas valves, etc. As such, some chipping by use of a jackhammer may be required. The areas milled will not be the exact same as the areas overlaid.

At all street ends, a vertical butt joint 6' or 12' wide shall be cut to provide a smooth transition to the original pavement.

Millings shall belong to the City and will be hauled and dumped by the Contractor to a location no more than three (3) miles from site of project.

Unexpected Problems.

If concrete slab replacement is needed on any streets after the milling operations, it will be done by the Contractor and resurfacing work may be delayed. The Contractor will not be charged working delays when concrete must be replaced, nor will he be compensated in any fashion for this delay.

Sweeping.

All surfaces to be overlaid shall be swept clean after the milling and again immediately prior to the placement of the final asphalt surface. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump sum basis for the estimated length of street paving.

Primer.

The cleaned streets shall receive a tack coat at an approximate rate of (.05) gallon per square yard immediately prior to the placing of the final asphalt surface. The tack shall cover all surfaces and shall only be placed on one lane of the street at a time, and in a method to cause the least amount of tracking and inconvenience to the traveling public. The costs of the tack shall be included in the unit price for asphalt.

Asphalt Surface.

On top of the primer an average depth (compacted thickness) of 1 ½ inches of S-1 Recycled asphalt shall be uniformly laid. The mix shall be laid with a self-propelled spreader for all streets. The mix shall be placed to create a uniform crown (2%) in the pavement. Rolling shall be done with at least one 10 ton roller and one 2 to 5 ton roller all equipped with sprinkling systems in good operating condition.

Asphalt Feathering.

Vertical butt joints shall be milled at start and end of all resurfacings.

Manhole/Water Valve Adjustments.

Manholes, water valves, street grates, and other boxes in the existing pavement shall be chipped around to provide room for a 1 ½ inch thick overlay. If these items require risers to become level with the asphalt, the contractor will be responsible to do so. When this work is done the existing lids and covers must be cleaned of any asphalt, tar, or gravel so that an even final surface is created. This work must be done simultaneous with the paving operations.

Traffic.

Local traffic shall be able to use all streets during the reconstruction process. All private entrances shall be passable. The Contractor shall schedule his work to minimize hazards and delays, and shall take every possible effort to promote safety. Signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The minimum number of signs shall include one for each direction of travel on each street.



24' x 5,913'
Mill, Resurface, and Stripe




DEPARTMENT OF PUBLIC WORKS
5151 S. MAGNOLIA ST
LOXLEY, AL 36551

CO Rd. 49 Resurfacing from Industrial park Dr. to CO Rd. 59

The City of Loxley cannot guarantee the accuracy of the information contained on this map.

Legend

 Mill and Resurface





STATE HWY 59

COUNTY RD 49

24' x 4,429'
Mill, Resurface, and Stripe



DEPARTMENT OF PUBLIC WORKS
5151 S. MAGNOLIA ST
LOXLEY, AL 36551

29896 CO Rd. 49 to 30580 CO Rd. 49 Resurfacing

Legend

 Mill and Resurface

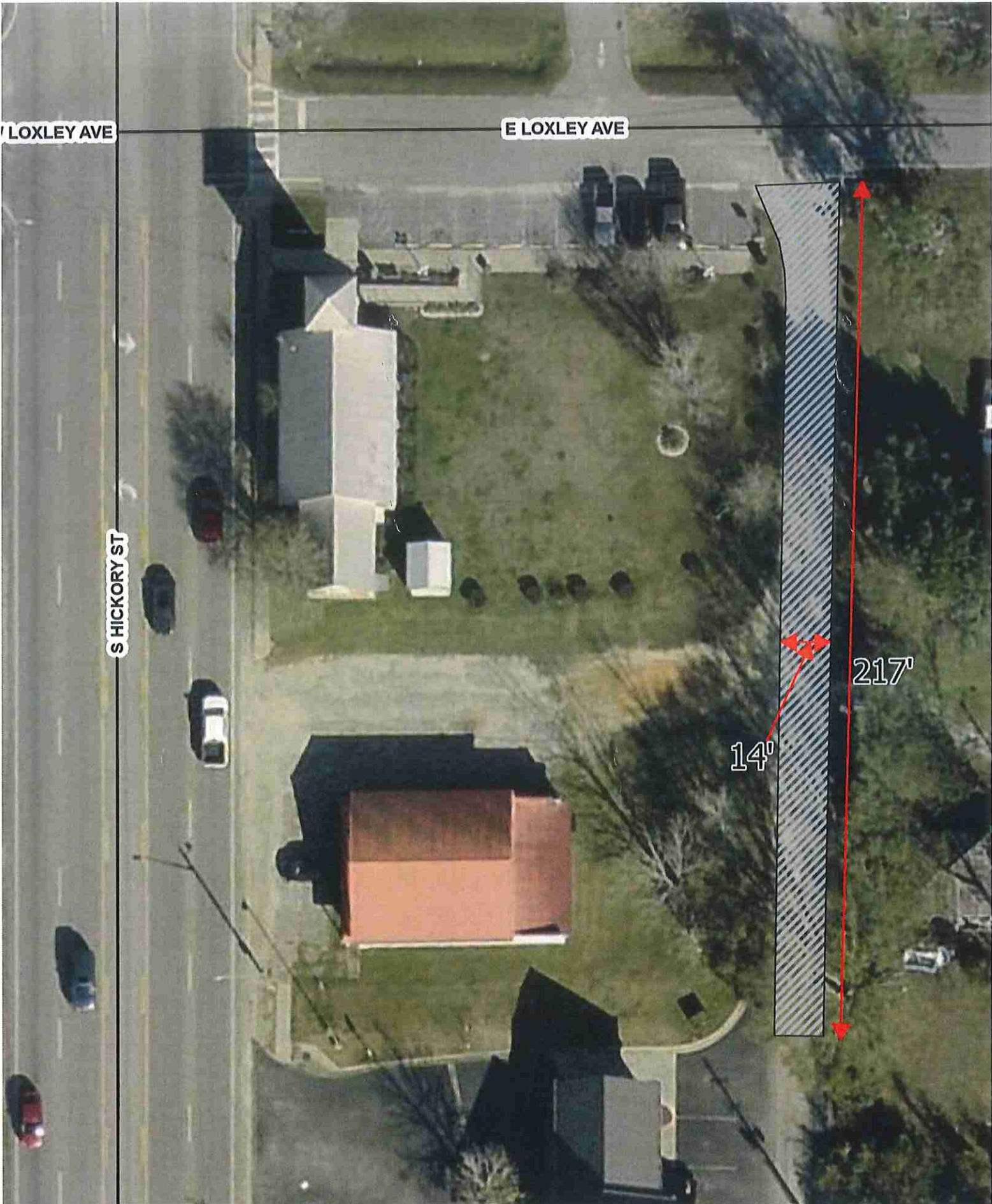
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The City of Loxley cannot guarantee the accuracy of the information contained on this map.

LOXLEY AVE

E LOXLEY AVE

S HICKORY ST



217'

14'



DEPARTMENT OF PUBLIC WORKS
 5151 S. MAGNOLIA ST
 LOXLEY, AL 36551

Alley Behind Loxley Public Library Resurfacing

The City of Loxley cannot guarantee the accuracy of the information contained on this map.

Legend

-  Mill and Resurface
-  Storm Drain





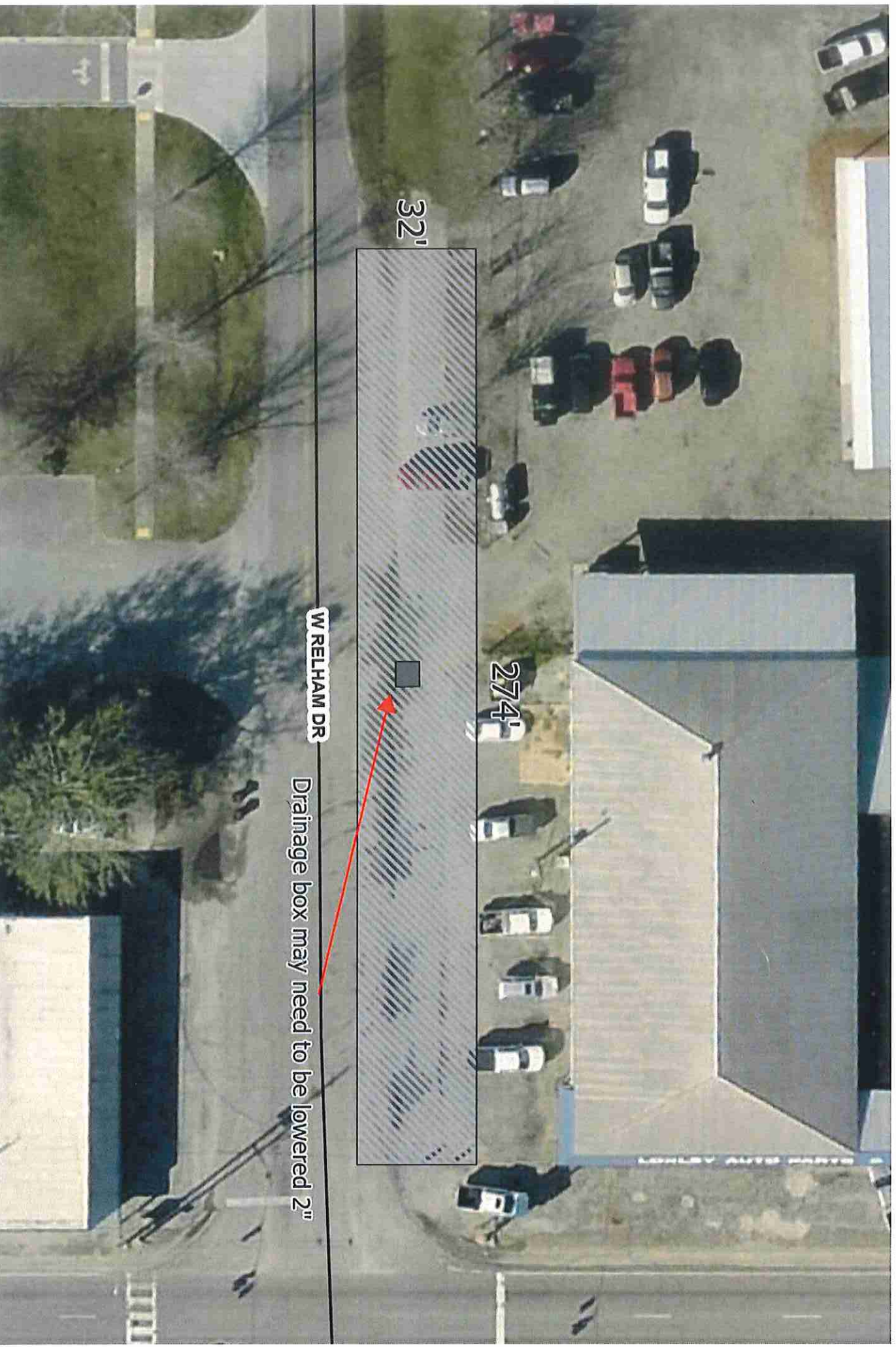


**DEPARTMENT
OF
PUBLIC WORKS**
5151 S. MAGNOLIA ST
LOXLEY, AL 36551

Resurfacing of Loxley Hardware South Parking Area

The City of Loxley cannot guarantee the accuracy of the information contained on this map.

 Mill and Resurface Area
 Storm Drain





Resurface Area



Resurfacing of Meadowood Dr and Sherwood Ln

The City of Loxley cannot guarantee the accuracy of the information contained on this map.

DEPARTMENT OF PUBLIC WORKS
 5151 S. MAGNOLIA ST
 LOXLEY, AL 36551



ATTACHMENT 2

Bid Submittal Form

TO: City of Loxley, Alabama

Date Submitted: _____

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes; Tax exemption number furnished upon request. The City of Loxley reserves the right to accept or reject all bids or any portion thereof.

The undersigned, as Bidder, hereby declares that he has examined the scope of obligations and informed itself fully in regard to all conditions of the request for bid; that it has examined the terms and conditions as well as the form of agreement for Road Resurfacing Contract and has satisfied itself as to the requirements of providing services to the City of Loxley, Alabama.

Contractor can complete said work within _____ days or _____ weeks after award.

1. Mill, Resurface, and stripe Hwy 49 North (Between Industrial Park Dr. & Hwy. 59). –
24' x 5,913' \$ _____

2. Mill, Resurface, and stripe Hwy 49 North (Beginning at 29896 County Rd. 49 and
stopping at 30580 County Rd. 49)- 24' x 4,429' \$ _____

3. Alley Behind Loxley Public Library (Between CR64 & E. Loxley Ave).- 14' x 217'
\$ _____

4. Resurface Parking Area at Loxley Public Library - 15'x105'
\$ _____

5. Parking Area for Loxley Public Library. -20'x70'
\$ _____

- 6. Mill, Resurface parking area on southside of Loxley Auto Parts (Drainage improvements maybe required)- 32'x274' \$ _____
- 7. Meadowood Dr.- 24'x298' \$ _____
- 8. Sherwood Ln.- 24'x300' \$ _____

TOTAL: \$ _____

The number of pages comprising this bid is 2 .

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Loxley. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Company Name: _____

By: _____
Signature

Its: _____
Title

Address: _____

Telephone Number: _____

E-mail _____

ATTACHMENT 3

Contract

STATE OF ALABAMA)
COUNTY OF BALDWIN)

ROAD RESURFACING CONTRACT

THIS ROAD RESURFACING CONTRACT (“Contract”) is made and entered into between the CITY OF LOXLEY, ALABAMA (the “City”) and _____ (“Contractor”).

WHEREAS, the Contractor has submitted a bid dated _____ for the 2023 Asphalt Resurfacing Project for the City of Loxley; and

WHEREAS, the City accepts said proposal and has awarded the work to the CONTRACTOR.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this Agreement, the City and Contractor agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the labor, tools, materials, and equipment necessary to complete in every detail the above mentioned street resurfacing and in strict accordance with the Contract and bid documents.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence work when notified in writing to proceed and shall complete the work within 30 days as provided for or pay liquidated damages of \$200 per day. It is understood that the rate of progress and time of completion are essential of this Contract.

ARTICLE 3. ACCEPTANCE AND PAYMENT

When the work specified under this Contract has been fully completed in accordance with the terms hereof, the City’s Director of Public Works shall make a final inspection and any defects found shall be remedied by Contractor. After final acceptance of the work by the City’s Director of Public Works and receipt of the lien waivers, the Contractor shall receive final payment as determined in his bid, less any monies which are due and payable to the City as liquidated damages.

ARTICLE 4. WARRANTY

The Contractor hereby expressly warrants and guarantees the aforesaid work as to workmanship and quality of materials used in connection therewith for a term of one (1) year, commencing on the date of final acceptance of the work or improvements, and binds himself, his successors, or assigns, to make all replacements which may become necessary within that time due to non-conformity with the specifications. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed, and at his own expense. If Contractor does not proceed with such replacements within ten (10) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to Contractor. Nothing in this Section is intended as a maintenance guarantee.

ARTICLE 4. INDEMNITY.

Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities, loss and claims for damages of any kind, including reasonable attorneys' fees, suffered, paid or incurred by the City arising out of or by virtue of the performance of this Contract and/or the activities of Contractor, its principals, directors, officers, members, managers, agents, servants and employees in the performance of this Agreement; any injury or damage to person, including death, or property resulting from the provision by Contractor, its officers, employees, agents, parents, affiliates, or contractors of services hereunder; or Contractor's failure to pay any bills, invoices, costs and other charges relating to or arising out of services hereunder. In the event the City, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Contract, Contractor agrees to indemnify and hold the City harmless from all costs, including reasonable attorneys' fees and expenses, associated with same. This duty shall survive the termination of this contract.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract includes this instrument, Invitation to Bid, Specifications for Bid No. _____ with map/photo of streets, Attachment 1 (Scope of Work), Attachment 2 (Bid Submittal Form), and any addenda or change orders which may be issued. All requirements, covenants and obligations set forth in the remainder of the bid documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts as of the day and year first above written.

THE CITY: _____
Richard Teal, Mayor

ATTEST: _____
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Richard Teal, and Melissa Lawrence, whose names as Mayor and City Clerk, respectively, of the City of Loxley, Alabama, a Municipal Corporation, are signed to the foregoing Contract, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

Notary Public
My Commission Expires: _____

CONTRACTOR:

By: _____
Its: _____

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

Notary Public
My Commission Expires: _____