**PROPOSAL FOR THE CONSTRUCTION OF**

**PROJECT NO. LCP 41-148-18**

**LEE COUNTY, ALABAMA**

**DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **PROPOSAL OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GENERAL CONTRACTORS LICENSE NO.\_\_\_\_\_\_\_\_\_\_\_\_ STATE OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

For the furnishing and installation of Traffic Stripe and Pavement Markers on various public roads in Lee County, Alabama.

**The plans are composed of the drawings identified as follows:**

**PROJECT NO. LCP 41-148-18**

All materials and construction shall meet the Alabama Department of Transportation Specifications, Latest English Measure Edition and/or approved by the Lee County Engineer. In addition, all work shall follow any additional specifications included herein. Bidder must have at least 2+ years’ experience in Traffic Stripe work on public roads.

The Lee County Commission will receive sealed bids for Project No. LCP 41-148-18 as specified herein. **Bids must be received by 10:00 a.m. on 05/08/2018. Late bids will not be considered.**

Bids may be mailed to: Lee County Commission, P.O. Box 666, Opelika, AL 36803-0666. Bids may be delivered to: Lee County Courthouse (Commission Office), 102 S. 6th Street, Opelika, AL 36801. Bids will be publicly opened at the Lee County Courthouse at 215 S. 9th Street, Opelika, AL 36801.

TO THE LEE COUNTY COMMISSION:

 SIR: The following proposal is made on the behalf of the undersigned and no others. Evidence of the authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the plans for this project and the Alabama Department of Transportation Standard Specifications for Highway Construction, most current edition. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the material in the manner specified.

**The undersigned further agrees to complete the entire project in one-hundred and eighty (180) calendar days.**

The undersigned understands that the quantities below are approximate only and are subject to increase or decrease and hereby proposes to perform any increase or decrease in quantities of work at the unit bid price. Additional calendar days shall be provided, as detailed herein, if additional work is required.

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM DESCRIPTION** | **UNITS AND APPROX. QUANTITY** | **UNIT PRICE DOLLARS CENTS** | **BID AMOUNT DOLLARS CENTS** |
| 701A-004 SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE | MILE 108.00 |   |   |
| 701A-008 BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE | MILE54.00 |   |   |
| 701A-012 SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE | MILE163.00 |  |  |
| 705A-030 PAVEMENT MARKERS, CLASS A-H, TYPE 2-C | EACH25 |   |   |
| 705A-031 PAVEMENT MARKERS, CLASS A-H, TYPE 1-A | EACH 25 |   |   |
| 705A-032 PAVEMENT MARKERS, CLASS A-H, TYPE 1-B | EACH184 |   |   |
| 705A-037 PAVEMENT MARKERS, CLASS A-H, TYPE 2-D | EACH 246 |  |  |
| 705A-038 PAVEMENT MARKERS, CLASS A-H, TYPE 2-E | EACH 25 |  |  |
| \*705A-030 PAVEMENT MARKER REPLACEMENT, CLASS A-H, TYPE 2-C | EACH 25 |   |   |
| \*705A-031 PAVEMENT MARKER REPLACEMENT, CLASS A-H, TYPE 1-A | EACH 25 |   |   |
| \*705A-032 PAVEMENT MARKER REPLACEMENT, CLASS A-H, TYPE 1-B | EACH 331 |  |  |
| \*705A-037 PAVEMENT MARKER REPLACEMENT, CLASS A-H, TYPE 2-D | EACH 441 |  |  |
| \*705A-038 PAVEMENT MARKER REPLACEMENT, CLASS A-H, TYPE 2-E | EACH 25 |  |  |
|  |  |  |  |
| **BID TOTAL =** |  |  |  |

**\*NOTE: Pavement Marker Replacement pay items shall cover the work of furnishing and installing individual pavement markers that are missing along roadways that have had pavement markers previously installed.**

**IMPORTANT NOTICES and SPECIFICATIONS:**

**1.0 NOTICE TO BEGIN WORK**

Work shall not begin until and unless the Contractor has given the Lee County Highway Department forty-eight (48) hours’ notice that work is to begin. Notice shall be given during normal hours of operation of the Lee County Highway Department.

**2.0 TRAFFIC CONTROL**

The Contractor shall furnish all temporary traffic control necessary to provide for the safety of the public and construction crews and to safeguard the integrity of the construction being performed. The Traffic Control Plan shall be designed and executed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD Latest Edition). Any signing or other traffic control devices deemed necessary by the County Engineer or his designee, shall be furnished by the contractor.

**3.0 FINAL AUTHORITY**

The standard specifications referenced herein may be altered by the Lee County Engineer at his discretion. The project shall be constructed under the instructions of the Lee County Engineer, which shall cover all phases of workmanship and materials, as final authority.

**4.0 INSURANCE**

 Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Workman’s Compensation insurance with limits of not less than those set forth below.

**4.1** **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Comprehensive General Liability Insurance; Liability limits of a minimum of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

**4.2 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

Comprehensive Automobile Liability Insurance: Liability limit of a minimum $1,000,000.00 any one accident.

**4.3 WORKMAN’S COMPENSATION INSURANCE**

Workman’s Compensation Insurance: Statutory coverage.

**4.4 CERTIFICATES OF INSURANCE**

The bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least 30 days’ prior written notice of any cancellation of, intention to not renew, or material change in such coverage.

**4.5 REQUIREMENTS NOT INTENDED TO RELIEVE BIDDER OF OTHER RESPONSIBLITIES OR**

 **OBLIGATIONS**

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

**4.6 FAILURE TO PROVIDE INSURANCE**

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**4.7 LICENSES**

It shall be the Bidder’s responsibility to possess all proper City, County, State and Federal Licenses and shall familiarize himself/ herself and comply with all City Ordinances, County Resolutions, State Laws and Federal Laws.

**5.0 E-VERIFY PROGRAM**

*Ala. Code § 31-13-9* requires that all contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "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."

Also, the awarded business entity must provide documentation of enrollment in the E-Verify program. The business must participate in the E-Verify program for the length of the contract.

**6.0 DOMESTIC PRODUCTS**

*Ala. Code § 39-3-1* requires that the person, firm, or corporation undertaking the project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under *Ala. Code § 39-2-2(f)*.

In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

**7.0 CERTIFICATION OF MATERIALS USED**

Upon completion of the project the Contactor shall furnish Lee County a certification that all materials used on the project met the requirements of the plans and specifications of the contract.

**8.0 BID GUARANTY**

The undersigned shall enclose a cashier’s check drawn on an Alabama bank or a bid bond executed by a surety authorized to make such bonds in Alabama for five percent (5%) of the bid or a maximum $10,000.00.

Except for the bid guaranties from the three lowest bona fide bidders, all bid guaranties shall be returned immediately after bids have been checked, tabulated, and the relation to the bids established. Guaranties of the three lowest bidders shall be returned as soon as the contract bonds and contract of the successful bidder are properly executed and approved by the Lee County Commission.

**9.0 RESPONSIBILITIES OF SUCCESSFUL BIDDER**

*Ala. Code § 39-2-8* provides that within fifteen (15) calendar days of being awarded the contract and presented forms for signature, the successful bidder must:

1. Enter into a contract;
2. Furnish a performance bond equal to 100% of the contract price as provided in *Ala. Code § 39-1-1*;
3. Furnish a payment bond of not less than 50% of the contract price as provided in *Ala. Code § 39-1-1* for payments of all labor and materials; and,
4. Provide evidence of insurance as required by the bid documents.

The County may grant a five-day extension for any of these requirements if there are extenuating circumstances.

**10.0 NOTICE TO PROCEED**

The County shall issue a notice to proceed within fifteen (15) calendar days after final execution of the contract, unless both parties agree in writing to a stipulated extension.

**10.1 TIME OF BEGINNING WORK**

Unless otherwise directed by the County Engineer, time charges shall begin within fifteen (15) calendar days after issuance of notice to proceed.

**11.0 FAILURE TO COMPLETE THE WORK WITHIN THE CONTRACT TIME**

 Failure to complete the work within the working days provided on Page 1, shall result in liquidated damages being assessed against the contractor, by Lee County, Alabama, as detailed in Section 108 of the most current edition of the Alabama Department of Transportation Standard Specifications for Highway Construction.

**11.1** **TIME PROVIDED FOR ADDITIONAL WORK**

Additional working days shall be provided at a rate of ten (10) calendar days per additional centerline mile of roadway added to the project.

**12.0 TERM OF CONTRACT**

Contracts for work subject to Alabama’s public works law are not eligible for renewal. Therefore, no additional work will be requested of the contractor after the final calendar day of the year in which the contract is awarded. However, any work requested, in writing, prior to such day shall be completed at the unit prices listed above.

**13.0 ADVERTISEMENT UPON PROJECT COMPLETION**

 For contracts of $50,000 or more, the contractor must give notice of completion of a project by advertising for four consecutive weeks in a newspaper of general circulation published within the county where the work has been done. *Ala. Code § 39-1-1(f).*

**14.0 INVOICES AND PAYMENT**

 Invoiced amounts shall be the exact cost per mile, measured to three (3) decimal places, for traffic stripe and per each for pavement markers.

Invoices shall be submitted at the end of each month that work is completed and partial payments shall be made at the end of each month as the work progresses.

**14.1 RETAINAGE**

 *Ala. Code § 39-2-12(c)* provides that in making the partial payments, there shall be retained not more than five percent of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty (50) percent completion has been accomplished, no further retainage shall be withheld.

**14.2 FINAL PAYMENT**

The retainage set out above shall be held until final completion and acceptance of all work covered by the contract, unless the escrow or deposit arrangement as described in *Ala. Code § 39-2-12(f) and (g)* is utilized.

Also, for contracts of $50,000 or more, a final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice of project completion by advertisement referenced above. Proof of publication of the notice shall be made by the contractor to Lee County by affidavit of the publisher and a printed copy of the notice published.

**15.0 LEE COUNTY’S AVAILABILITY OF FUNDS**

 Funding for this project shall be provided through the revenues received by Lee County from the additional six cents ($.06) gasoline and diesel fuel excise tax levied under Ala. Code 40-17-325(a)(1) and (2) – the “RRR” monies.

**16.0 COLLUSION/ RESTRAINT OF FREE COMPETITION**

Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition shall render bids void and cause bidders or prospective bidders to be disqualified from submitting further bids on future lettings. *Ala. Code § 39-2-6(g).*

Any bidder or prospective bidders who willfully participates in such an agreement or collusion shall be guilty of a felony and, upon conviction, fined not less than $5,000 nor more than $50,000 or imprisoned for not less than one nor more than three years.

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**SIGNATURE OF BIDDER FOR INDIVIDUAL:**

**(Name of Company)**

**Business Mailing**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**SIGNATURE OF BIDDER FOR PARTNERSHIPS, JOINT VENTURES OR CORPORATION:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Name of Partnerships, Joint Venture or Corporation)**

**Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Mailing**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Mailing**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Mailing**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**THIS BID MUST BE NOTARIZED**

**(Corporate Seal) Name of State under the laws of which the**

**Attest: Corporation was chartered:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Secretary**