



**PROPOSAL NO. INQUIRY 2022-001**

**August 4, 2021**

**FOR THE CONSTRUCTION OF:  
*ANNUAL TRAFFIC STRIPE, MARKINGS AND LEGENDS, AND PAVEMENT MARKERS*  
LAWRENCE COUNTY, ALABAMA**

Proposal of  
Contractor Name: \_\_\_\_\_

Of (City, State): \_\_\_\_\_

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

Alabama General Contractors License Number: \_\_\_\_\_

For the Construction of: **TRAFFIC STRIPE, MARKINGS AND LEGENDS, AND  
PAVEMENT MARKERS**

The specifications are hereto attached.

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

Lawrence County Road Department  
160 Parker Road  
Moulton, Alabama 35650  
Phone: (256) 974-2478

**BEFORE: 10:00 AM ON WEDNESDAY, September 15, 2021**

*Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Lawrence County Commission.*

Bidder's Initials: \_\_\_\_\_



## NOTICE TO CONTRACTORS

Gentlemen:

Lawrence County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the Inquiry 2022-001, Annual TRAFFIC STRIPE, MARKINGS AND LEGENDS, AND PAVEMENT MARKERS 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. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Alabama Code regardless if the requirement is explicitly detailed in the bid proposal or not. This bid shall be in effect from award until September 30, 2022 covering any Proceed Orders issued by Lawrence County during that time frame.

Sealed bids will be received by the Lawrence County Commission at the office of the County Engineer until 10:00 AM Central Time on Wednesday, September 15, 2021, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Lawrence 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 Inquiry 2022-001, 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 Lawrence County, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon 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 Lawrence County 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. Lawrence County reserves the right to accept or reject all Bids or any portion thereof. Lawrence County Road Department Hours of Operation are 6:30 A.M. to 5:00 P.M. (Central Time) from Monday through Thursday. Please remit all Bids and Inquiries to Winston Sitton, Lawrence County Engineer, 160 Parker Road, Moulton, Alabama 35650.

Bidder's Initials: \_\_\_\_\_



---

## **BID PROPOSAL FOR**

### **INQUIRY 2022-001** **ANNUAL TRAFFIC STRIPE, MRKINGS AND EGENDS, AND PAVEMENT MARKERS**

To the Lawrence County Commission:

The undersigned shall give Lawrence County at least 48 hours' notice in advance of performing work at any site once a Proceed Order has been issued by Lawrence 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.

Each Proceed Order shall designate the amount of working days or calendar days allowed. A minimum 10 working days shall be 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 Lawrence County Commission is enclosed as evidence of good faith. Within 15 days upon notification of bid award, the undersigned shall submit to Lawrence County Commission the contract documents, certificate of public liability insurance, certificate of proof of workman's compensation insurance, and business license. 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.

When work is ordered by the County, the Successful Bidder shall submit a performance bond in the amount of 100% of the estimated cost of each project. When work is ordered by the County, the Successful Bidder shall submit a Payment Bond in the amount of 50% of the estimated project cost of each project that obligates the Contractor to make payments promptly to all persons who supply labor or materials and supplies for this contract. The successful bidder shall begin work within fifteen (15) working days after receiving a work order from the County. In the event the work has not started within the fifteen (15) working days the purchase order may be cancelled and placed with the bidder whose price is the next acceptable bid. The

Bidder's Initials: \_\_\_\_\_



difference in cost per ton accrued in the charge from the contract price to the next acceptable bid in cost per ton will be charged as liquidated damages to the vendor failing to make delivery.

The undersigned shall submit the Advertisement of Project Completion to Lawrence County immediately following the completion and acceptance of all work required, per Proceed Order. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.

Upon completion and acceptance of all work required, 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. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30 day waiting period after the notice has run before final settlement can be made)

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 required 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 Lawrence County Commission, Alabama 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 Lawrence County Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Lawrence County Commission for prior approval.

Bidder's Initials: \_\_\_\_\_



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

**(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 Operation Aggregate	\$3,000,000

Bidder's Initials: \_\_\_\_\_



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 Lawrence County Commission, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 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 Lawrence County Commission, 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 Lawrence County Commission 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.

**(d) Indemnification and Liability**

Bidder's Initials: \_\_\_\_\_



Under this section the term County shall include Lawrence County, the Lawrence County Commission, the officers, appointees, department heads, agents, and employees of the Lawrence 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 any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

### **Waiver of Subrogation**

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Lawrence County Commission, 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 Lawrence County Commission 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 Lawrence County Commission.

Bidder's Initials: \_\_\_\_\_





## SPECIFICATIONS FOR INQUIRY 2022-001

### ANNUAL TRAFFIC STRIPE, MRKINGS AND EGENDS, AND PAVEMENT MARKERS

#### TRAFFIC STRIPE

Traffic Stripe shall be constructed and installed according to Section 701 of the *Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition*

ITEM NUMBER	DESCRIPTION	0-5 MILES (\$/MILE)	6-10 MILES (\$ / MILE)	11-20 MILES (\$ / MILE)	OVER 20 MILES (\$ / MILE)
SECTION 701					
701A-004	Solid White Class 1, Type A Traffic Stripe				
701A-012	Solid Yellow Class 1, Type A Traffic Stripe				
701A-008	Broken Yellow Class 1, Type A Traffic Stripe				
701A-030	Solid White Class 2T, Type A Traffic Stripe				
701A-034	Solid Yellow Class 2T, Type A Traffic Stripe				
701A-044	Broken Yellow Class 2T, Type A Traffic Stripe				

#### PAVEMENT MARKERS

Pavement markers shall be constructed and installed according to Section 705 of the *Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition*

ITEM NUMBER	DESCRIPTION	
SECTION 705		(EACH)
705A	Pavement Markers, Class A, All Types	

Bidder's Initials: \_\_\_\_\_





**MARKINGS AND LEGENDS**

Markings and legends shall be constructed and installed according to Section 703 of the *Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition*

ITEM NUMBER	DESCRIPTION	
SECTION 703		(\$/SQ FT)
703A-000	Traffic Control Markings, Class 1, Type A	
703B-000	Traffic Control Legends, Class 1, Type A	
703A-002	Traffic Control Markings, Class 2, Type A	
701B-002	Traffic Control Legends, Class 2, Type A	

**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 cost of traffic control shall be included in the unit price bid for each item. The Lawrence County Engineer shall serve as the final authority for all phases of workmanship and materials.**

**The Contractor shall be responsible for all damage claims made during construction.**

**The Contractor will be given a minimum of ten (10) working days on each work order issued. Additional working days may be added by the County Engineer on a project by project basis.**

**A vicinity map including estimated quantities and the number of working days allowed will be included with each work order issued.**

\*\*\*\*\*

Bidder's Initials: \_\_\_\_\_



**You are invited to bid on the above specifications. If the bidder is unable to furnish an item as specified and desires to offer a substitute, a full description of the items offered as substitutes must be given, otherwise the bidder's quotations will not be considered. If no exception is made on the bid form, it will be assumed that the bidder is offering the items specified. The right to reject any items or materials not of quality or under any provisions of this act is reserved.**

**LAWRENCE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

---

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)** \_\_\_\_\_

\_\_\_\_\_ **Business Address** \_\_\_\_\_

**President**

\_\_\_\_\_ **Business Address** \_\_\_\_\_

**Secy. & Treas.**

**Attest:** \_\_\_\_\_ **Incorporated in** \_\_\_\_\_

**State**

**(Corporate Seal)**

Bidder's Initials: \_\_\_\_\_



**BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM AND 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 LAWRENCE 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

**INQUIRY 2022-001**

**ANNUAL TRAFFIC STRIPE, MRKINGS AND EGENDS, AND PAVEMENT MARKERS**

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)

Bidder's Initials: \_\_\_\_\_



Business Mailing Address: \_\_\_\_\_  
(Mailing Address)

Name of Corporation, Partnership, or Joint Venture:

\_\_\_\_\_  
(Name of Partnership, Joint Venture or Corporation)

Business Mailing Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
(Address) (Signature and Position or Title of Officer  
Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
(Address) (Signature and Position or Title of Officer  
Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
(Address) (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.

Bidder's Initials: \_\_\_\_\_



# END OF PROPOSAL

Bidder's Initials: \_\_\_\_\_