



# CITY OF FLORENCE, ALABAMA

*Department of Purchasing*

## **AN EQUAL OPPORTUNITY EMPLOYER INVITATION TO BID NUMBER CE-1081**

**March 3, 2025**

Ladies/Gentlemen:

In conformance with the Competitive Bid Law of the State of Alabama, you are invited to submit a sealed proposal for labor, equipment, materials and incidentals necessary for the **2025 Street Resurfacing Program, Attachment A, Florence, Alabama**, in accordance with the approved specifications and bidding documents.

Bidders are requested to quote unit prices for items of work as set out in the approved bidding documents. The unit prices shall be full compensation for all work required to satisfactorily complete the items of work involved. Additional work to be done or materials to be furnished, which in the opinion of the City of Florence represents a significant quantity, shall be authorized by change order agreement with the contractor.

All work shall be completed in accordance with the specifications and bid documents on file in the office of the City Purchasing Agent. Copies of the specifications and bid documents may be obtained by prospective bidders in the office of the City Purchasing Agent upon prepayment of a refundable fee of \$50 (fifty dollars). The full amount will be refunded to persons or firms submitting a bid (the successful contractor will not be refunded this deposit), provided all bid documents are returned in good order within ten (10) calendar days after the bid opening.

By submission of a bid, the bidder certifies that he has examined the site and is familiar with these documents. Failure to review the bidding documents and site of work will not relieve the Contractor of his responsibility for completing the work at no additional expense.

The following conditions are to apply concerning the above:

1. Sealed bids will be received by the City of Florence, Alabama, in the **office of the Purchasing Agent, Third Floor, Room 329, City Hall, 110 West College Street, Florence, Alabama 35630, until 1:30 p.m., CDT, Tuesday, April 1, 2025**, and then publicly opened and read aloud in the City Hall Auditorium.

**BID NUMBER CE-1081**

**March 3, 2025**

**Page 2**

2. All bids are to be sealed and clearly marked "Invitation to Bid No. CE-1081 to open April 1, 2025."
3. The City of Florence reserves the right to accept or reject any and/or all bids and to waive any informalities.
4. Each bidder shall be required to file, with his bid, a bid bond in the amount of not less than 5% of the bid amount up to a maximum of \$10,000 payable to the City of Florence, Alabama. Each bidder must file, with his bid, either a cashier's check drawn on an Alabama Bank or a bid bond executed by a surety company authorized to make bonds in the State of Alabama.
5. The successful bidder will be required to furnish, prior to the time of the signing of the contract, a Performance Bond in the amount of 100% of the contract price if required by Alabama State Law. Also, a Payment Bond will be required in the amount of 50% of the contract price to guarantee the payment of labor and materials if required by Alabama State Law.
6. The Second Party must maintain adequate insurance as follows: workmen's compensation meeting State of Alabama statutory limits, and public liability insurance: \$500,000.00 per occurrence; \$1,000,000.00 general liability; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. Injury; \$50,000.00 fire damage (any one fire), and \$5,000.00 medical expense (any one person). The City of Florence shall be named as additional insured.
7. The Contractor shall secure and pay for all required licenses and permits. No bid will be accepted from any Contractor not having State Contractor's Licenses in the State of Alabama, if required by Alabama State laws. For every bid of \$50,000 or more, the bidder shall print his/her State Contractors License number on the front of the envelope. **Failure to print the State Contractors License Number on the front shall be reason to disqualify the bid.**
8. In accordance with Section 39-3-5 of the Code of Alabama, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having a nonresident preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident bidder.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

9. After award of the contract and before construction starts, a preconstruction conference will be held at a time and place set by the City of Florence.
10. **The project shall be completed within one-hundred fifty (150) working days after the issuance of the notice to proceed.** A working day shall be any calendar day exclusive of Saturdays, Sundays, and legal holidays observed by the City of Florence. If the contractor elects to work on Saturdays and/or legal holidays observed by the City, and conditions allow the contractor to work for at least four hours, then those days will be counted as a working day. Working days are defined as when conditions allow the contractor to proceed with normal construction activities for at least four hours.

Contract time shall be extended for reasons not under the direct control of the Contractor. This shall include, but not be limited to, acts of God such as weather, earthquakes, etc., and conditions not under the direct control of the Contractor such as, but not limited to, delays in delivery caused by strikes, wars, etc., labor strikes, inability to access construction area, emergency situations, etc.

After consultation with the contractor, the notice to proceed will be issued on a date determined by the City of Florence. Issuance of the notice to proceed will depend on relocation of utilities and will be made within thirty days of the awarding of the contract by City Council Resolution.

Failure to complete the work within the contract time will result in the assessment of liquidated damages in the amount of Four Thousand One Hundred Dollars (\$4,100) per day for each day of delay until the work is completed.

11. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the City of Florence. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 50 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items performed by subcontract may be deducted from the total cost before computing the amount of work required to

be performed by the Contractor with his own organization. No subcontracts, or transfer of contract, shall relieve the Contractor of his responsibility under the contract and bonds, as required by Alabama Law.

After obtaining approval, and before a Subcontractor does any work, the prime contractor shall furnish to the City of Florence, a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

12. The City shall make partial payments to the Contractor on or before the 15th day after receiving a duly certified and approved estimate of work performed during the preceding calendar month. The City agrees not to retain more than 5% of the estimated amount of work completed. After the project is 50% complete, the City agrees not to withhold any more retainage. Retainage shall be held until final completion and acceptance of all work by the City. Final payment on account shall be made within thirty days after final acceptance by the City.
13. Unless otherwise indicated in the specifications, or special conditions, the particular quantities shown on the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted.

Additional work to be done or materials to be furnished, which in the opinion of the City of Florence represents a significant quantity, shall be authorized by change order agreement with the Contractor.

14. The successful contractor shall have a one year warranty on all materials and workmanship unless otherwise stated on the specifications. The one year warranty period shall begin on the date of formal acceptance of the project by the City of Florence.
15. The successful bidder will not knowingly violate 8 U.S.C. & 1324a (employ an unauthorized alien) as a condition of receiving a contract. All contractors agree to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the City. As a contractor participant in E-Verify, the Contractor shall be required to use E-Verify for all new employees who will be working directly on this contract.

If a contractor uses one or more subcontractors in connection with the performance of this contract, the Contractor shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

By entering into a contract with the City of Florence, the contractor affirms that for the duration of this 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.

16. The Contractor, immediately after being notified that all other requirements of his contract have been completed, shall give notice of said completion by publishing the notice for a minimum of three weeks using one or more of the following methods:
  - a. In a newspaper of general circulation in Lauderdale County, Alabama.
  - b. On a website that is maintained by a newspaper of general circulation in Lauderdale County, Alabama.
  - c. On a website utilized by the City of Florence for publishing notices.

Proof of publication of said notice shall be made by the Contractor to the City of Florence, by affidavit of the publisher and a printed copy of the published notice.

17. The Contractor shall submit to the City of Florence a letter of certification that all materials and labor are paid in full before final acceptance shall be made.
18. All provisions required by law in connection with the contract between the Municipality and the successful, independent Contractor are deemed incorporated in the bid proposal.
19. The Contractor warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States.

BID NUMBER CE-1081

March 3, 2025

Page 6

20. The applicable portions of the enclosed General and Special Conditions shall be effective for the work.
21. DUE TO POSSIBLE INCREASE / DECREASE IN FUEL COST, THE CITY OF FLORENCE RESERVES THE RIGHT TO REMOVE OR ADD STREETS TO THE PROJECT AS DETERMINED BY THE CITY.

Sincerely,



Leigh Anne Kidd  
Purchasing Agent

RCB/DLL/am