



CONTRACT DOCUMENTS / BID DOCUMENTS / SPECIFICATIONS

**CITY OF RUSSELLVILLE 2024-25 PAVING PROJECT**

City of Russellville  
Franklin County, Alabama

Prepared By:  
Civil Group, LLC  
919 E Avalon Avenue, Suite B, Muscle Shoals, AL 35661  
P:256-320-5082 F:256-320-5082



CITY OF RUSSELLVILLE  
304 N JACKSON AVENUE  
RUSSELLVILLE, ALABAMA 35653

FOR: RUSSELLVILLE 2024-25 PAVING PROJECT

INVITATION FOR BIDS:

Sealed bid proposals for furnishing materials, equipment or services as described herein will be received at the City of Russellville, City Hall, Russellville, Alabama until 10:00 AM local time on July 19, 2024.

It is understood that the owner may accept any or all items at the prices listed in this proposal within a period of thirty (30) days after the bid date for these items. Time is of the essence to this bid and if delivery is not made within the time specified, the City of Russellville reserves the right to cancel the order. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

DIRECTIONS FOR MAILING BIDS:

Envelopes containing bids must be sealed, marked and addressed as follows:

ADDRESSED TO: CITY OF RUSSELLVILLE  
304 N JACKSON AVENUE  
RUSSELLVILLE, ALABAMA 35653

BID FOR: RESURFACE VARIOUS RUSSELLVILLE CITY STREETS

Bid will be opened in the City Hall Meeting Room, City Hall, Russellville, Alabama at 10:00 AM local time on July 19, 2024.

The City of Russellville does not discriminate on the basis of race, color, natural origin, sex, religion, age or disability in employment of the provision of services.



CITY OF RUSSELLVILLE  
304 N JACKSON AVENUE  
RUSSELLVILLE, ALABAMA 35653  
INSTRUCTIONS TO BIDDERS

1. All bidders are to submit bids on bid forms furnished by the City Purchasing Agent (forms enclosed). All bid forms are to be signed in all designated spaces by an authorized officer of firm bidding.
2. All bidders shall base their proposals on the exact schedule of equipment, materials or services specified herein. Alternates will not be considered unless they conform to specifications.
3. All prices submitted on the proposal are to be delivered prices to the City of Russellville or Designated Site and shall not include any state or local sales tax, except those non-exempt taxes for certain materials as required under state law.
4. All bidders must certify that they are an Equal Opportunity Employer and submit a complete copy of the E-Verify Memorandum of Understanding with the bid submittal. Failure to submit may result in the rejection of bid.
5. Each bidder shall enclose a certified check or bid bond in the amount of 5% of the bid or \$10,000.00 whichever is less. **A company check will not be accepted.**
6. A performance bond in the amount of 100% of contract price and a payment bond in the amount of 50% of the contract shall be required at signing of contract.
7. Should a bidder find discrepancies in or omissions from the bid documents or should he be in doubt as to their meaning, he should at once notify the Engineer in writing who will send written instructions to all bidders.
8. All questions should be directed to Brad Williams, P.E., Civil Group, LLC, 919 East Avalon Avenue, Suite B, Muscle Shoals, AL 35661, phone 256-320-5082.
9. Reference to manufacturers, suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items shall state the brand and number or level of quality.
10. The City of Russellville reserves the right to accept any or all items on any bidder's proposal at the unit price submitted. The City reserves the right to reject any and all bids and to waive informalities.
11. All prices quoted will be f.o.b., City of Russellville, Alabama.
12. All provisions of this bid shall conform to the Public Works Law of the State of Alabama.



## CITY OF RUSSELLVILLE

### RUSSELLVILLE 2024-25 PAVING PROJECT

#### I. SPECIFICATIONS / REQUIREMENTS:

All material, labor and equipment shall be in accordance with the State of Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, including and applicable special provisions.

#### II. REQUIRMENTS:

- a. The successful bidder shall provide all materials, equipment and labor necessary to pave various streets in the City of Russellville. The pavement rate for this project shall vary from street to street. See attached typical sections for rate placement. For streets added to contract the engineer will use his discretion for rate placement.
- b. The contractor shall be required to clip the shoulders and sweep roads prior to paving. The Contractor shall also be required to grade clipped materials back to the shoulders to the satisfaction of the Engineer, after resurfacing. Any excessive material deemed by the engineer shall be removed by the contractor. All clipping, sweeping, hauling, and shoulder grading shall be performed at no additional cost.
- c. Each bidder shall provide material from operational plants that have been certified by the State of Alabama Department of Transportation. The bidder shall be familiar with and shall comply with all requirements and specifications as stated in the latest edition of the "ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS for HIGHWAY CONSTRUCTION". The definition for State as listed in the before mentioned manual, in Section 101.01, shall be changed to read as follows: City of Russellville, a municipality of the State of Alabama, the party of the first part to the contract.
- d. The Contractor shall indemnify and save harmless City of Russellville, the officers and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person(s) or property on account of said contractor, or through the use of unacceptable construction materials; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims or amounts arising or recovered under the "Workmen's Compensation Act" or any other law, ordinance, order or decree.
- e. All bidders shall be listed on the ALDOT list of Pre-Qualified contractors for this type of work. All bidders shall be able to be bonded for this size project.
- f. All material shall conform to State specifications. An approved design mix shall be supplied by the contractor prior to beginning work. All material shall be manufactured at a plant approved by the Alabama Department of Transportation. Bidder must submit the name and location of the plant.
- g. **Wearing surface mix may contain up to 10% reclaimed asphalt pavement (RAP), but no reclaimed asphalt shingles (RAS). Leveling, Binder and Patching mixes may contain up to 15% RAP but no RAS.**
- h. Omit



- i. Tack coat shall be used under all paving by the contractor at a rate of 0.08 gallons per square yard and between paving joints or as directed by the Engineer. This item will be considered a subsidiary obligation of other items of work. No separate payment will be made for tack.
- j. The contractor will be required to adjust any manholes and/or valves (Storm Sewer, Sanitary Sewer, Water, gas, etc.) to same elevation as the overlaying layer. This item will be considered a subsidiary obligation of other items of work. No separate payment will be made for manhole and/or valve adjustments.
- k. Bids will be evaluated, and bonding requirements will be set based on estimated quantities shown on the attached Bid Form.
- l. All of the paving work within the scope of this project will be performed on the streets listed in the plans. However, streets listed in the plans may be deleted or additional streets within the city limits of Russellville not shown may be added due to available funds.
- m. Omit
- n. Patching and Leveling pay items have been set up to be used as directed by the engineer. The pavement rate for patching pay item shall normally be 300 lbs/sy. This rate may be adjusted by the engineer on a "case by case" evaluation. The pavement rate for the leveling pay item shall vary from 0-150 lbs/sy as directed by the engineer.
- o. Traffic control for this project shall be provided by the contractor in conformance with the MUTCD. This shall be considered a subsidiary obligation of other items of work. No separate payment will be made.
- p. A 3 foot wedge should be milled to tie the new pavement to the existing at the beginning and end of the main line. This work shall be considered a subsidiary obligation of other items of work.
- q. Intersecting side streets shall be paved back 3 feet from the edge of pavement of the main line. The side streets shall be milled to create a smooth transition from the new pavement to the existing. This work shall be considered a subsidiary obligation of other items of work.
- r. The contractor will be responsible for proper compaction and testing of the asphalt. QC/QA requirements shall not apply to city funded projects. Should density requirements be waived, compaction shall be to the satisfaction of the engineer. Asphalt cores will be required at random location selected by the engineer. The contractor shall provide all equipment and personnel required for any asphalt cores required by the project engineer for quality control at no cost to the project.
- s. Asphalt Index Provision will be in effect for this project. The base asphalt index shall be the published ALDOT index for July 2024.
- t. Fuel index provisions for HMA production and construction fuel will not be in effect for this project.
- u. All reasonable methods to prevent damage to city streets along the haul will be considered and utilized. These will include but not be limited to driver consideration and routing. Should excessive damage continue after all other methods have failed, the Engineer may require reduced loads.
- v. **This bid shall be effective from 7/19/2024 through 7/19/2025. If additional tonnage is added to this contract, the time limit may be extended up to two (2) years from the original awarding date at the discretion of the Engineer. Any extension of this contract requires mutual agreement by the City of Russellville and the Contractor. However, the City of Russellville reserves the right to re-bid this contract at any time after one (1) year from the original awarding date if it is in the best interest of the City of Russellville to do so.**



- w. Payment will be made monthly with retainage held in accordance with Alabama Public Works Law.
- x. Contractor shall be required to provide the owner with affidavit of publication for the completion of the project prior to receiving the final payment including retainage. The add shall run for four(4) consecutive weeks in locally circulated paper. Should the owner and the contractor mutually agree to extend the project as outlined in II.v. the contractor shall run a completion ad as stated above for each year.
- y. Omit

III. BID REQUIREMENTS:

- a. Each bidder shall enclose a certified check or bid bond in the amount of 5% of the bid or \$10,000.00 whichever is less.
- b. The successful bidder shall be required to provide a performance bond in the amount of 100% of the contract price before commencing work.
- c. The successful bidder shall provide all other bonding and insurance requirements in accordance with Alabama Public Works Law.
- d. Questions concerning bonding or insurance requirements should be directed to the City Clerk.
- e. **Each bidder shall enclose with the bid a complete copy of the company's E-Verify Memorandum of Understanding with electronic signature page.**
- f. **Bidders shall include their General Contractors License Number on the bid and on the outside of the sealed envelope.**
- g. **Each bidder shall complete the attached Exhibit A (Beason-Hammon certificate of compliance).**
- h. **Each bidder shall complete the attached Exhibit S ( Certificate of compliance with ACT 2016-312)**

# BID BOND



Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## BID

Bid Due Date:

Description (*Project Name— Include Location*):

## BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Title Title

*Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Bid Shall Include all permits, taxes, fees, materials, and labor for a complete and operable system as contemplated by the plans and specifications

Item No.	Description	Quantity	Units	Unit Price	Total Cost
405A-000	Tack Coat	4,849	Gal		
408A-053	Planing Existing Pavement (Approximately 1.00" Thru 3.00" Thick)	61,803	SQ. YD.		
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B)	4,691	TON		
424A-346	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B)	488	TON		
424B-640	Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range A/B)	2,683	TON		
424B-644	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Maximum Aggregate Size Mix, ESAL Range A/B)	3,355	TON		
424B-647	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Maximum Aggregate Size Mix, ESAL Range A/B)	216	TON		
430B-042	Aggregate Surfacing (1" Down, Crusher Run)	540	TON		
433A-000	Scrub Seal	20,000	SQ. YD.		
600A-000	Mobilization	1	L.S.		
622A-004	Manhole Covers Reset (Riser Ring Method)	24	EA		
641S-500	Valve Box Reset	47	EA		
701A-030	Solid White, Class 2T, Type A Traffic Stripe	5	MILE		
701A-034	Solid Yellow, Class 2T, Type A Traffic Stripe	6	MILE		
703A-004	Traffic Control Markings, Class 2T, Type A	1,037	SF		
705A-037	Pavement Markers, Class A-H, Type 2-D	1,110	EA		
740B-000	Traffic Control Items	1	L.S.		
<b>Total Project Cost</b>					





State of \_\_\_\_\_  
County of \_\_\_\_\_

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

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

RE Contract/Grant/Incentive (describe by number or subject): \_\_\_\_\_ by and between  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor/Grantee) and  
(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
  - BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
    - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
    - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.
  - EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
- \_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- \_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Exhibit S



CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE:.....

Re: Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between \_\_\_\_\_  
(Contractor/Grantee) and \_\_\_\_\_ (State Agency, Department or  
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee  
named above, and is authorized to provide representations set out in this Certificate as the official  
and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in,  
and will not engage in, the boycott of a person or an entity based in or doing business with a  
jurisdiction with which this state can enjoy open trade.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its: \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this  
\_\_\_ day of \_\_\_\_\_ 20\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness



# FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and  
between \_\_\_\_\_ City of Russellville \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**City of Russellville 2024-25 Paving Project**

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Russellville 2024-25 Paving Project**

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Civil Group, LLC (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within the same working days as outlined above, after the date when the Contract Times commence to run.

B. Working days shall be defined by ALDOT Section 108.8 Determination of Contract Time.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The



parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner ---\*--- for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner ---\*--- for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

\* See 108.11 Schedule of Liquidated Damages in the 2022 ALDOT Standard Specifications For Highway Construction

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. (See attached Contractor’s Application for Payment)

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 10<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. Five (5) 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 50 percent completion has been accomplished, no further retainage shall be withheld.
  - b. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent less the retainage stated above and, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.



6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. **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.**

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:



1. This Agreement (pages \_\_to \_\_, inclusive).
2. Performance bond (pages \_\_to \_\_, inclusive).
3. Payment bond (pages \_\_to \_\_, inclusive).
4. Other bonds (pages \_\_\_\_\_to \_\_\_\_\_, inclusive).
  - a. \_\_\_\_\_(pages \_\_\_\_\_to \_\_\_\_\_, inclusive).
  - b. \_\_\_\_\_(pages \_\_\_\_\_to \_\_\_\_\_, inclusive).
  - c. \_\_\_\_\_(pages \_\_\_\_\_to \_\_\_\_\_, inclusive).
5. General Conditions (<http://www.gocivilgroup.com/project-information.html>).
6. Supplementary Conditions (<http://www.gocivilgroup.com/project-information.html>).
7. Technical Specifications (See the Alabama Department of Transportation Standard Specifications For Highway Construction 2022 Edition)
8. Drawings (Construction Plans dated April 25, 2023).
9. Addenda (numbers \_\_to \_\_, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages \_\_\_\_\_to \_\_\_\_\_inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_to \_\_, inclusive).
  - c. \_\_\_\_\_.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages \_\_to \_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.



## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.





IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated \_\_\_\_\_. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR

City of Russellville \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Notice of Award

Dated \_\_\_\_\_

Project: City of Russellville 2024-25 Paving Project	Owner: City of Russellville	Owner's Contract No.: N/A
Contract:		Engineer's Project No.: CG24-041
Bidder:		
Bidder's Address:		

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the \_\_\_\_\_.

The Contract Price of your Contract is \_\_\_\_\_  
(\$ \_\_\_\_\_)

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [7] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Copy to Engineer

City of Russellville

Owner \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Mayor

\_\_\_\_\_

Title



# Notice to Proceed

Dated \_\_\_\_\_

Project: <b>City of Russellville 2024-25 Paving Project</b>	Owner: <b>City of Russellville</b>	Owner's Contract No.:
Contract:		Engineer's Project No.: <b>CG24-041</b>
Contractor:		
Contractor's Address:		

You are notified that the Contract Times under the above contract will commence to run on\_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is **90 Calendar Days**, and the date of readiness for final payment is **90 Calendar Days**.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____	
_____	
_____	
_____	<b>City of Russellville</b>
_____	Owner
_____	Given by:
_____	Authorized Signature
_____	<b>Mayor</b>
_____	Title
_____	Date

Copy to Engineer



# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address): City of Russellville  
304 N Jackson Hwy  
Russellville, AL 35653

Date:

Amount:

Description (Name and Location): City of Russellville 2024-25 Paving Project

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_  
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:





1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy

available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER: City of Russellville  
304 N Jackson Hwy  
Russellville, AL 35653

CONTRACT

Date:  
Amount:  
Description: City of Russellville 2024-25 Paving Project

BOND

Bond Number:  
Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

***Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.***

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_ (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

SURETY

\_\_\_\_\_ (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

### FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party)

