

RESOLUTION NO. 218-25

**RESOLUTION AWARDING CONTRACT TO EAST ALABAMA PAVING, INC.,
FOR GATEWAY DRIVE RESURFACING AND SHARED USE PATH**

WHEREAS, the Engineering Department has determined that it is necessary to resurface Gateway Drive and create a shared use path (the "Project"); and

WHEREAS, the City of Opelika (the "City") has heretofore advertised for bids for the resurfacing of Gateway Drive (Bid # 25026) in accordance with specifications on file in the Engineering Department; and

WHEREAS, on August 26, 2025, bids were received, duly opened and read aloud; and

WHEREAS, bids were received from two contractors as follows:

1. East Alabama Paving, Inc. -- \$1,585,815.00
2. JLD Enterprises, LLC -- \$1,851,661.61

; and

WHEREAS, City staff recommends the awarding of the contract for said Project to East Alabama Paving, Inc., on its low and responsive bid of \$1,585,815.00; and

WHEREAS, the funds for the Project will be paid from the 2025 Road Construction Fund, and the Director of Engineering has certified that funds are available in the 2025 Road Construction Fund; and

WHEREAS, a proposed Contract to be entered into between the City and East Alabama Paving, Inc., has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the Contract for the resurfacing of Gateway Drive and creation of shared use path (Bid #25026) be and the same is awarded to East Alabama Paving, Inc., on its low and responsive bid of \$1,585,815.00.

2. That the Agreement to be entered into by and between East Alabama Paving, Inc., and the City, a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall

approve, which approval shall be conclusively evidenced by execution and delivery of said Contract.

3. That the Mayor is hereby authorized and directed to execute and deliver the Contract in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest the same.

4. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Contract.

5. That the compensation to be paid to East Alabama Paving, Inc., shall be paid from the 2025 Roadway Construction Fund, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to East Alabama Paving, Inc., for the services as outlined in the Contract attached hereto.

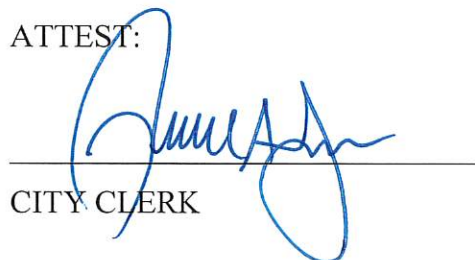
7. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the 2nd day of SEPTEMBER, 2025.



PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:


CITY CLERK

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2025 by and between **East Alabama Paving Company, Inc.** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

Gateway Drive Resurfacing and Shared Use Path

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder within **Ninety (90)** consecutive calendar days from and after said date.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately **one million five hundred eighty five thousand eight hundred fifteen and 00/100** dollars (**\$1,585,815.00**), in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.

- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the second party may retain the sum of **\$340.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.
- 7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama

(Owner)

By: _____

(Owner's Witness)

OWNER'S SEAL



(Contractor)

By: _____

(Contractor's Witness)

CONTRACTOR'S SEAL