

**INSTRUCTIONS TO BIDDERS/BIDDING REQUIREMENTS  
ANNUAL CURB AND GUTTER  
COVINGTON COUNTY**

- 1.1 Invitation - Covington County is accepting sealed bids from qualified contractors for the labor, equipment and incidentals required to complete the work for this annual contract to construct Curb and Gutter at locations designated by the Engineer.
- 1.1.1 Contact Information
- Awarding Authority: Covington County Commission  
260 Hillcrest Drive  
Andalusia, AL 36420  
(334)-428-2600
- Engineer: Covington County Engineer  
Lynn Ralls, P.E.  
201 Hillcrest Drive  
Andalusia, AL 36420  
(334)-428-2620
- 1.1.2 Bid Document Availability – Bid Documents will be available at the County Engineers Office on **Tuesday, October 29, 2024**.
- 1.1.3 Bidder Questions – Bidder questions will be received until **5:00 PM, Wednesday, November 6, 2024**. All questions are to be submitted in writing via email to [ron.weidler@covcounty.com](mailto:ron.weidler@covcounty.com).
- 1.1.4 Response to Bidder Questions – A response to Bidder Questions will be issued no later than **Thursday, November 7, 2024**.
- 1.1.5 Contact Regarding Bids and Invitation - Contact initiated by a potential bidder with any county official or county employee shall only be as specifically set out in these Instruction to Bidders. Any questions related to the bid shall be directed to County Engineers Office staff in writing under the procedures set out herein. There shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award. Any contact other than as set out herein shall be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.
- 1.1.6 Sealed Bids will be received at the office of the Covington County Commission located at 260 Hillcrest Drive, Andalusia, AL 36420 or by mail at P.O. Box 188, Andalusia, AL 36420 until **3PM on Tuesday November 12, 2024** and then publicly opened as soon thereafter as practicable.

The term “Bid” shall mean the “Bid Book” which includes the following documents:

- (a) Invitation to Bid
- (b) Instructions to Bidders/Bidding Requirements
- (c) Bid Form
- (d) Specifications(s)
- (e) Acknowledgment of Addenda
- (f) Project Schedule

No bid shall be considered complete unless the entire Bid Book is submitted on the date and time specified. Any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

Bids submitted in pencil and bids not submitted on the Bid Forms will *not* be considered. Only information contained on the attached Bid Submittal Form and in the specifications will be considered in evaluating bids. Facsimiles and e-mails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the County Administrator’s office prior to the bid opening. Bids received after the deadline will not be accepted.

1.1.7 Bid Award - The Covington County Commission will award the bid within 60-calendars of the bid opening. The County reserves the right to accept or reject all Bids or any portion thereof.

1.2 Scope of Work for **Curb and Gutter** includes all labor, equipment and incidentals required for the construction of curb and gutter, type and location to be designated by the Engineer, per the specifications. Concrete shall be provided by the County. The following items shall be considered incidental to the work:

- Mobilization
- Forms (machine or hand-forms)
- Foundation excavation or backfill
- Joints
- Finishing
- Curing and protection
- Backfilling
- Construction water

1.3 Contract Documents

1.3.1 The Contract Documents for the Project include the following:

- a) Bid Book
  - a. Invitation to Bid
  - b. Instructions to Bidders/Bidding Requirements
  - c. Bid Form
  - d. Specifications
  - e. Acknowledgment of Addenda
  - f. Project Schedule
- b) Contract
- c) Exhibits
  - a. Payment Bond
  - b. Performance Bond

1.4 Specifications – Specifications - All bid items shall be constructed in accordance with **Section 623 Curb, Gutter and Combination Curb and Gutter** of the current edition of the Alabama Department of

Transportation Standard Specifications (non-metric edition), Special Provisions, Supplemental Specification contained herein and any additional Supplemental Specifications approved by the Covington County Engineer.

1.5 Requirements

1.5.1 The successful bidder shall furnish to the Covington County Engineer’s Office a unit price per foot in-place for the following Curb and Gutter Sections:

| <u>Description</u>                             | <u>Unit</u> |
|--|-------------|
| 623B-002 Concrete Curb, Type A                 | Linear Foot |
| 623C-000 Combination Curb and Gutter, Type C   | Linear Foot |
| 623C-001 Combination Curb and Gutter, Type L   | Linear Foot |
| 623C-002 Combination Curb and Gutter, Type K   | Linear Foot |
| 623C-003 Combination Curb and Gutter, Type M3  | Linear Foot |
| 623C-005 Combination Curb and Gutter, Type M5  | Linear Foot |
| 623C-012 Combination Curb and Gutter, Type M12 | Linear Foot |
| 623C-013 Combination Curb and Gutter, Type M13 | Linear Foot |

The range of quantities for Curb, Curb and Gutter are:

- Option (A) 0 to 999 Linear Foot
- Option (B) 1000 to 2499 Linear Foot
- Option (C) 2500 to 5000 Linear Foot

2.0 Bidding Requirements and Conditions

2.0.1 Awarding Authority - 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 in considering the disqualification of a bidder 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.

2.1 Contract Duration

This contract shall be in effect for 12-months with an option to extend if requested by Covington County and vendor up to 3 years renewal. Any successive contract must have written approval of both the County and the vendor no later than 30 days prior to the expiration of the previous contract. Covington County may at any time cancel the contract by submitting a 30-day notice in writing to the contractor.

2.2 Construction Schedule – To be determined

2.3 Tax Exempt - Covington County is a tax exempt from Alabama sale and use tax therefore taxes shall not be included in bid proposal.

2.4 Insurance Requirements

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Covington County Commission 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 Covington County Commission. Self-insured plans and/or group funds not having an A.M. best rating must be submitted to the Covington County Commission for prior approval.

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

2.4.1 Worker’s Compensation and Employers Liability

A.) Part One: Statutory Benefits as required by the State of Alabama

B.) Part Two: Employers Liability

|               |             |
|---------------|-------------|
| Each Accident | \$3,000,000 |
| Each Employee | \$3,000,000 |
| Policy Limit  | \$3,000,000 |

C.) 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.

D.) 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 |

2.4.2 Commercial General Liability - Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

A.) Projects

|  |             |
|--|-------------|
| Each Occurrence                          | \$3,000,000 |
| Personal and Advertising Injury          | \$3,000,000 |
| Products/completed (Operation Aggregate) | \$3,000,000 |
| General Aggregate                        | \$3,000,000 |

B.) 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 Covington 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 Covington County Commission, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

- 2.4.3 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 Covington County Commission its officers, appointees, employees, and agents as an Additional Insured.
- 2.4.4 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.
- 2.4.4.1 Indemnification and Liability - Under this section the term County shall include Covington County, the Covington County Commission, the officers, appointees, department heads, agents, and employees of the Covington 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.
- 2.4.5 Waiver of Subrogation - The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Covington County Commission, its officers, appointees, employees, and agents.
- 2.4.6 Certificate of Insurance - A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Covington 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 Covington County Commission.