

**ORDINANCE NUMBER 3138**

**A RESOLUTION ACCEPTING A BID FOR STREET RESURFACING AND REPAIR IN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on November 29, 2022 at 1:00 PM the City of Vestavia Hills publicly read aloud bids submitted for street repair and resurfacing in the City of Vestavia Hills with five bids received; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Bid Tabulation and email to the City Manager dated December 6, 2022 and recommended acceptance of the bid submitted by Central Alabama Asphalt & Construction Company. A copy of said Bid Tabulation and email are marked as Exhibit A attached to and incorporated into this Ordinance Number 3138 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

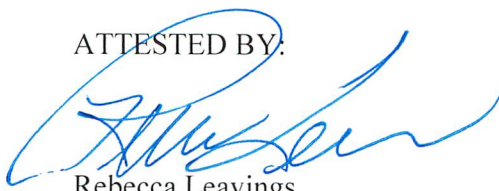
1. The bid submitted by Central Alabama Asphalt & Construction Company as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver a construction agreement, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3138 as if written fully therein; and
3. This Ordinance Number 3138 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 19<sup>th</sup> day of December, 2022.



Ashley C. Curry  
Mayor

ATTESTED BY:



Rebecca Leavings  
City Clerk

## Rebecca Leavings

---

**From:** Brian Davis  
**Sent:** Tuesday, December 6, 2022 12:19 PM  
**To:** Jeff Downes; Rebecca Leavings  
**Cc:** Christopher Brady; Lori Beth Kearley  
**Subject:** Paving contractor Bid award  
**Attachments:** Bid Tab\_Residential Street Resurfacing\_2022.pdf

Jeff, the attached shows the results of the paving bid. We would like to get this on the council agenda for a first read next Monday night for approval of Central Alabama Asphalt & Construction Company, LLC as the most responsible low bidder.

Christopher, Lori Beth and I will be meeting with them as soon as possible.

Please let me know if you have any questions.

***“When a train goes through a tunnel and it gets dark, you don’t throw away the ticket and jump off. You sit still and trust the engineer.”***

***Corrie ten Boom***



**Brian C. Davis, CPSI**  
Director of Engineering and Public Works  
1032 Montgomery Highway  
Vestavia Hills, AL 35216  
P 205 978 0150 | vhal.org



[WWW.ALIFEABOVE.ORG](http://WWW.ALIFEABOVE.ORG)



**City of Vestavia Hills**  
 2022 Residential Street Resurfacing  
 BID OPENING: November 29, 2022, 1pm

**BID TABULATION**

			Bidder No.1		Bidder No.2		Bidder No.3		Bidder No.4		Bidder No.5	
			Massey Asphalt Paving LLC		Dunn Construction		Wiregrass Construction Company		Central Alabama Asphalt & Construction Co., LLC		Midsouth Paving Inc.	
item	unit	bid qty	unit price	total	unit price	total	unit price	total	unit price	total	unit price	total
Seal**	ton	27,500	\$ 129.80	\$ 3,569,500.00	\$ 143.25	\$ 3,939,375.00	\$ 129.00	\$ 3,547,500.00	\$ 127.80	\$ 3,514,500.00	\$ 138.65	\$ 3,812,875.00
Binder**	ton	275	\$ 172.00	\$ 47,300.00	\$ 353.25	\$ 97,143.75	\$ 160.00	\$ 44,000.00	\$ 252.50	\$ 69,437.50	\$ 276.00	\$ 75,900.00
Tack Coat**	gal	30,000	\$ 6.50	\$ 195,000.00	\$ 3.55	\$ 106,500.00	\$ 8.50	\$ 255,000.00	\$ 5.05	\$ 151,500.00	\$ 5.25	\$ 157,500.00
Milling	ton	32,500	\$ 48.10	\$ 1,563,250.00	\$ 41.75	\$ 1,356,875.00	\$ 56.00	\$ 1,820,000.00	\$ 42.50	\$ 1,381,250.00	\$ 59.25	\$ 1,925,625.00
Striping	mi	7	\$ 4,250.00	\$ 29,750.00	\$ 3,850.00	\$ 26,950.00	\$ 3,650.00	\$ 25,550.00	\$ 3,500.00	\$ 24,500.00	\$ 3,550.00	\$ 24,850.00
Temp. Striping	mi	7	\$ 1,500.00	\$ 10,500.00	\$ 1,300.00	\$ 9,100.00	\$ 1,250.00	\$ 8,750.00	\$ 1,200.00	\$ 8,400.00	\$ 1,200.00	\$ 8,400.00
Permanent Markings	sf	6,000	\$ 6.50	\$ 39,000.00	\$ 7.10	\$ 42,600.00	\$ 7.00	\$ 42,000.00	\$ 6.60	\$ 39,600.00	\$ 6.55	\$ 39,300.00
Traffic Loops	lf	5,000	\$ 7.65	\$ 38,250.00	\$ 5.30	\$ 26,500.00	\$ 5.00	\$ 25,000.00	\$ 5.00	\$ 25,000.00	\$ 5.00	\$ 25,000.00
Raise Manholes	ea	200	\$ 275.00	\$ 55,000.00	\$ 250.00	\$ 50,000.00	\$ 170.00	\$ 34,000.00	\$ 300.00	\$ 60,000.00	\$ 245.00	\$ 49,000.00
Valve Box Resets	ea	50	\$ 42.00	\$ 2,100.00	\$ 175.00	\$ 8,750.00	\$ 45.00	\$ 2,250.00	\$ 100.00	\$ 5,000.00	\$ 65.00	\$ 3,250.00
<b>Total Bid Price</b>			\$ 5,549,650.00		\$ 5,663,793.75		\$ 5,804,050.00		\$ 5,279,187.50		\$ 6,121,700.00	
Bid Bond?			yes	no	yes	no	yes	no	yes	no	yes	no
Contractor's License Number?			yes	no	yes	no	yes	no	yes	no	yes	no
Bid document notarized?			yes	no	yes	no	yes	no	yes	no	yes	no

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**CONSTRUCTION CONTRACT**

**WITNESSETH THIS CONSTRUCTION CONTRACT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, organized, existing and operating pursuant to the laws of the State of Alabama situated at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216, hereinafter referred to as the “City”, and \_\_\_\_\_, hereinafter referred to as the “General Contractor,” whose principal place of business is situated at \_\_\_\_\_.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, on the 29th day of November, 2022, the City invited competitive bids for public street resurfacing for a period of three (3) years; and

**WHEREAS**, the scope of the work constitutes a “public works” project within the meaning of Act No. 97-225 enacted by the Legislature of the State of Alabama effective April 22, 1997 and now codified as Title 39, Chapters 1 through 5, et seq., *Code of Alabama, 1975*, hereinafter referred to as the “Public Works” Law of Alabama; and

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Vestavia Hills, Alabama determined that the General Contractor submitted the lowest responsible and responsive bid and awarded the contract for the public works project to the General Contractor; and

**WHEREAS**, the City and the General Contractor have agreed to the terms, provisions and conditions of this Construction Contract and have further agreed that it is in the best interest of the parties that this contract be reduced to writing.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and General Contractor mutually agree as follows:

**I. PUBLIC WORKS LAW**

Notwithstanding any other laws to the contrary, Act No. 97-225, which is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*, (“Public Works Law”) shall control the interpretation, construction, administration and enforcement of this Construction Contract. Both the City and the General Contractor agree that any and all terms, provisions, conditions and limitations of the said Public Works Law shall be and are hereby incorporated into this Construction Contract by reference as though set out fully herein.

**II. INVITATION TO BID**

The Invitation to Bid prepared by the City and submitted to the Contractor is attached hereto, marked as Exhibit 1 and is incorporated into this Construction Contract by reference as though set out fully herein.

**III. BID BY GENERAL CONTRACTOR**

The bid by General Contractor submitted to the City is attached hereto, marked as Exhibit 2 and is incorporated into this Construction Contract by reference as though set out fully herein.

**IV. GENERAL CONTRACTOR**

General Contractor represents, covenants and warrants that it is a licensed general contractor within the meaning of Title 34-8-1, *Code of Alabama, 1975*. Said General Contractor further represents that it is duly licensed and qualified to furnish the materials and supplies and perform the work of the public works project.

**V. SCOPE OF THE WORK**

The General Contractor shall furnish all labor, materials, taxes, insurance (worker's compensation and general liability) as follows:  
Asphalt repair and resurfacing

---

---

---

**VI. CONTRACT PRICE**

The City shall pay to the General Contractor for the faithful performance of this contract and the completion of the work described in paragraph II above in an amount calculated in accordance with the bid marked as Exhibit 2.

**VII. PAYMENT OF CONTRACT PRICE**

The City shall pay to the General Contractor the contract price in full upon completion of the work described in paragraph II hereof.

**VIII. CONTRACT TIME**

The contract time is ninety (90) calendar days. General Contractor shall commence work after the City issues a proceed to work order and shall complete the work described in paragraph II hereof within ninety (90) days thereafter.

**IX. QUALITY OF WORK**

All labor, construction and installation of materials installed by the General Contractor in the performance of this agreement shall be done in a workmanlike manner.

**X. LIABILITY INSURANCE**

The General Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits of Three Hundred Thousand Dollars (\$300,000.00), per person, and One Million Dollars (\$1,000,000.00), per occurrence, to cover and protect the City, the General Contractor and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this contract.

The General Contractor shall carry, during the life of this contract, property damage insurance in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) to protect it and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the General Contractor shall submit evidence of the coverage required above to the City for review and approval. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the City and shall be kept in full force and effect until the General Contractor's work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the General Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

The policy shall name the City of Vestavia Hills, Alabama, as Owner, and its public officials and employees, and its agents, consultants and employees as additional insureds and state that this coverage shall be primary insurance for the additional insureds.

**XI. WORKER'S COMPENSATION**

The General Contractor shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law. This insurance coverage provided by the General Contractor under the Worker's Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of General Contractor or its subcontractors under this agreement. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by the City evidencing that all of said subcontractors of the General Contractor are covered by said Worker's Compensation insurance coverage and furnished to the General Contractor and the City by the individual subcontractors shall meet the requirements of this section.

**XII. INDEMNITY**

The General Contractor shall indemnify and save harmless the City of Vestavia Hills, Alabama, its Mayor, individual members of the City Council, servants, agents, employees or representatives from any and all claims, demands, controversies, actions, causes of action,

liabilities of action, lawsuits, liabilities and damages arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed under this contract.

**XIII. INDEPENDENT GENERAL CONTRACTOR**

The General Contractor is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said General Contractor is the servant, agent or employee of the City.

**XIV. ASSIGNMENT**

This contract shall not be assignable by the General Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City Council of the City of Vestavia Hills, Alabama.

**XV. PERMITS, LAWS, CODES AND ORDINANCES**

The General Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local, state and federal governments.

**XVI. BONDS**

In accordance with Title 39-1-1, *Code of Alabama, 1975*, the General Contractor agrees to execute a performance bond with penalty equal to one hundred (100%) percent of the amount of the Contract price, and in addition thereto, another bond with good and sufficient surety payable to the City in an amount not less than fifty percent (50%) of the contract price with the obligation that such General Contractor shall promptly make payments to all persons supplying it with the labor, materials, equipment or supplies for and in the prosecution of the work provided for in this Contract and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in civil actions on said bond.

A copy of the said performance bond shall be marked as Exhibit 3, attached hereto and incorporated and made a part of the contract as though set out fully herein. A copy of the labor and material bond shall be designated as Exhibit 4 attached hereto and incorporated and made a part of this contract as though set out fully herein.

**XVII. ACCIDENT PREVENTION**

The General Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the *Manual of Accident Prevention in Construction* published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local, state or federal laws.

### **XVIII. SUBCONTRACTORS**

No proposed subcontractor shall be disapproved by the City, except for cause.

The General Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The General Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in the project.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

The General Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

### **XIX. INSPECTION**

All materials and workmanship shall be subject to inspection, examination or test by the City at any and all times during installation or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective materials and workmanlike and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefor. If the General Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.

### **XX. TERMINATION**

The Contract, of which scope of work described in paragraph II hereof form a part, may be annulled by the City for any one of the following reasons:

A. Substantial evidence that the progress made by the General Contractor is insufficient to complete the work within the specified time.

B. Deliberate failure on the part of the General Contractor to observe the requirements of this Contract.

C. Failure on the part of the General Contractor to promptly make good any defects in materials or workmanship that may be indicated to it by the City.

D. Any other breach of contract by the General Contractor.



**XXI. GENERAL GUARANTY BY GENERAL CONTRACTOR**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the General Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The General Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective material and work with reasonable promptness.

**XXII. REMOVAL OF DEBRIS AND CLEANING**

The General Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights of way reasonable clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

**XXIII. MISCELLANEOUS**

**A. Non-Waiver:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

**B. Waiver of Modification:** Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

**C. Notices:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

**D. Governing Law:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

**E. Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**F. Execution in Counterparts:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**G. Binding Effect:** The contract shall inure to the benefit of, and shall be binding upon City and General Contractor and their heirs, successors and assigns.

**H. Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**I. Entire Agreement:** This written contract contains the entire agreement between the City and the General Contractor.

**IN WITNESS WHEREOF,** the City of Vestavia Hills, Alabama and \_\_\_\_\_ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF VESTAVIA HILLS, ALABAMA

By \_\_\_\_\_  
Its Mayor

ATTESTED

By \_\_\_\_\_

By \_\_\_\_\_  
Its City Manager

ATTESTED

By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Its President

ATTESTED:

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public