

SPECIFICATIONS

Sanitary Sewer Treatment and Disposal System Macon County Rest Areas District Two- I-85 Milepost 43.15 Southbound

Purpose:

The Alabama Department of Transportation, Southeastern Region-Montgomery Area is soliciting bids to install an onsite sewer treatment and disposal system at the Macon County Rest Areas located on I-85 at Milepost 43.15 Southbound. A mandatory pre-bid meeting will be held on November 3rd, 2025 at the southbound Macon Rest Area at 10:00am.

Award:

Due to the nature of this project, award will be made on an “All or None” basis to the recommended vendor who, during the course of our bid evaluation, is found to be the lowest responsible bidder. Each vendor will indicate a “per item” unit price in the appropriate blank in the text of the requisition. Award will be made adding together all unit item costs for a total bid.

Bid submission instructions:

Bids must be submitted to bids@dot.state.al.us by 5:00pm on the date listed on the ALDOT website.

Indemnity:

Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Alabama from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor’s performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Alabama. The parties agree that if there are any limitations of the Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Quantity:

The quantity stated in this solicitation is an estimate only for comparative purpose and in no way obligates the department to any specific quantity of purchases. Actual maintenance requirements may be less than or greater than the estimated quantity as shown for each item. All quantities and dimensions are estimated and should be field verified by contractor.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

General Requirements:

All work shall be done in compliance with applicable sections of the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition, Alabama Department of Transportation Standard Drawings, MUTCD and Alabama Department of Public Health regulations.

The traffic control scheme shall be submitted to the District Administrator three (3) days prior to starting work for his review. The successful bidder will contact the District Administrator three (3) days prior to initiating work to coordinate any work to be performed by State Forces.

The contractor will be responsible for all traffic control measures. Attention is drawn to the fact that this work will be performed under traffic conditions requiring special care to expedite the work and prevent undue hazardous conditions. The contractor will be responsible for all traffic control devices specified in the (MUTCD) and Chapter VI of the most current edition of the Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incidental Management Operations.

The contractor will be responsible for insuring that all employees wear appropriate safety apparel in accordance with the latest edition of the MUTCD and in accordance with the standards of ANSI/ISEA 107-2010 or ANSI/ISEA 107-2015 Class 2.

The contractor shall follow all OSHA Guidelines for Trenching and Excavation Safety.

Work shall consist of installation of an onsite sewer treatment and disposal system design as shown in the plans provided by Larry E. Speaks and Associates, INC and Macon County Department of Public Health Permit number 92 **or product equivalent approved by the Engineer of Record, Alabama Department of Public Health and Alabama Department of Transportation.**

Performance Requirements:

Bid price shall include all materials, hardware, supplies, tools, equipment, labor, transportation, and other necessary incidentals required for the completion of the work in an approved and satisfactory manner.

If required, on-site storage of job materials and/or equipment is to be coordinated with the District Administrator prior to the beginning of work. The security of any material and/or equipment left on-site will be the responsibility of the contractor.

The performance of any work under these specifications will not be deemed complete until the contractor has satisfactorily removed all debris and cleaned up the work site. At no time during the performance of work will materials, debris, or trash be allowed to accumulate in such a manner as to endanger the safe performance of the work or the safety of the traveling public.

The contractor shall begin work within Thirty (30) days of receipt of the award and work shall be completed in a timely manner per move-in.

Contract Items and Mandatory Requirements:

Pursuant to section 34-8-1(a) of the Code of Alabama, each contractor must submit with their bid, proof of Active Advance Level 2 Installer licensing through the Alabama Onsite Wastewater Board, with approved maximum bid limits sufficient to cover the bid related to this specification. Failure to comply will be cause for rejection of the bid. A copy of the vendor's current year's license will expedite the evaluation process.

******APPLIES TO BIDS IN EXCESS OF \$50,000.00 ONLY!******

Each contractor should submit with their bid, proof of liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate. Each contractor should further provide proof of workman's compensation insurance sufficient to satisfy all legal requirements of the State of Alabama. Failure to provide this documentation with the bid package will delay the bid evaluation process.

The successful bidder will be required to submit a 12-month performance bond, in the amount of the bid price prior to award of the purchase order.

All documentation MUST be submitted prior to award of the purchase order. All insurance certificates and bond instruments shall indicate State of Alabama ,Department of Transportation - Procurement as certificate bond holder.

Contractors shall be required to attend a mandatory on-site pre-bid meeting to be eligible to submit a bid. This meeting will be held on November 3rd, 2025 at the southbound Macon Rest Area at 10:00am.

Payment:

Unit of payment will be "**Lump Sum**" for all line items of work. Upon completion, the contractor shall request "Final Acceptance" from the respective District Administrator for which the work has been performed. Once "Final Acceptance" has been granted, the contractor may submit an invoice for payment to the appropriate District Administrator. Any questions regarding payment should be directed to the District Administrator.

Payment in accordance with unit prices as bid will be payment in full for all labor, fuel, equipment, materials, traffic control, incidentals, and other items of work. **Mobilization, Traffic Control, Erosion Control and Backfill/Excess soil removal will be a subsidiary obligation of the controlling items.**