LOCAL PUBLIC AGENCY
100% STATE FUNDED PROJECTS

NOTICE

PLEASE READ AND COMPLETE SECTIONS A THROUGH B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SIGNED CERTIFICATE THROUGH PAGE 2 OF THIS NOTICE, PRIOR TO AWARD, WILL CAUSE THE BID TO BE CONSIDERED A NONRESPONSIVE. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 21.3 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: CONTRACTOR'S CERTIFICATION

The contractor further proposes to perform all "Force Account or Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the attached Contract Agreement as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, in an amount equal to the total amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty if it is a cashier's check or recover from the principal and/or the sureties if the guaranty is a bid bond the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $10,000.00. If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specification for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further 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.

*Time may be modified by Special Provision.
Section B: COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the same is true and correct; and that I recognize that by signing this certification I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Signature of Contractor: If contractor is an INDIVIDUAL, signature of individual is required; if contractor is a CORPORATION, signature of proper corporate officer is required; if contractor is a PARTNERSHIP, signature of a partner is required; if contractor is a JOINT VENTURE, appropriate signatures of each co-venturor is required.

Legal Name of Contractor:

__________________________________________

(Partnership, Joint Venture, Corporation or Individual)

By: ________________________________________

(Signature of Officer or Individual, as Applicable)

By: ________________________________________

If JOINT VENTURE (Signature of Officers or Individuals, as Applicable)

Sworn to and subscribed before me on this_______day of__________________, 20__.

__________________________________________

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY. PROPOSAL WILL NOT BE CONSIDERED UNLESS (IN ACCORDANCE WITH SECTION 34-8-8, CODE OF ALABAMA 1975, AS AMENDED) THE CONTRACTOR SHOWS EVIDENCE OF POSSESSING A GENERAL CONTRACTORS LICENSE. EVIDENCE OF LICENSURE SHALL BE SATISFIED BY PLACING THE BIDDER’S CURRENT LICENSE NUMBER, AS ISSUED BY THE STATE LICENSING BOARD FOR GENERAL CONTRACTORS, ONTO THE PROPOSAL COVER.