

Proposed

Standard Bid Package

PROJECT NUMBER

PROJECT DESCRIPTION

_____ **County**

Sponsor Name



**ALDOT STANDARD BID PACKAGE
for STATE-FUNDED
Highway Construction Projects**

The attached documents (available in electronic format) are the ALDOT Standard Bid Package for State-funded Highway Construction projects. There are at least 11 attachments in a combination of MS Word, MS Excel, and Adobe pdf formats.

The general instructions are: the documents should be assembled in the order in which they are listed below. For the nine (9) documents marked with an asterisk (“*”), follow the directions listed inside the brackets (“[]”) within each document, and fill in the blanks, etc. Then, **delete the brackets and any included instructions**. “Reformatting” (changing fonts, margins, line spacing’s, page numbers/breaks, etc.) of these documents should be avoided, except where absolutely necessary in order to fit in project-specific information. The CONTRACT SCHEDULE may require some spreadsheet manipulation in order to accommodate the number of pay items and alternates (if any) that you have in your project.

- | <u>File)</u> | <u>Form</u> |
|--------------|---|
| 0.0) | Title Page |
| 0.5) | ALDOT Standard Bid Package for State-Funded Projects <i>(this page)</i> |
| 1.0) | INSTRUCTIONS TO BIDDERS-STATE |
| (2A or 2B) | * ADVERTISEMENT (“Notice to Contractors”) (Under \$1M) or (“Notice to Contractors”) (Over \$1M) |
| 3.0) | * PROPOSAL |
| 4.0) | * CONTRACT |
| 5A or 5B) | * CONTRACT SCHEDULE (Base Bid Only or Base Bid plus Add Alternates) |
| 6.0) | CONTRACT SIGNATURES |
| 7.0) | 100% STATE FUNDED PROJECTS <i>(Contractor must execute with his bid proposal)</i> |
| 8.0) | * BID BOND |
| 9.0) | * Special Provisions <i>(List of special provisions required)</i> |
| 10.0) | AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY |
| 11.0) | CERTIFICATION OF COMPLIANCE WITH BEASON-HAMMON ACT |
| 12.0) | * PERFORMANCE BOND (For Performance Of The Work) |
| 13.0) | * MATERIALS BOND (For Payment Of Labor, Materials, Feed-Stuffs Or Supplies) |

INSTRUCTIONS TO BIDDERS (State-funded Projects)

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

CHECKLIST

- Submit Proposal on ORIGINAL documents (not copy) provided by owner.
(Your set is numbered serially and is not transferrable to another bidder.)
- Everything in INK or TYPED.
- Fill in Date & Time of bid opening and Name(s) & Address of Bidder(s) on Page 1.
- List State Contractor's License number in space provided on Page 1.
- Complete information on Page 1A for any Addenda received.
- Enter Prices & Amounts on Contract Schedule.
- Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
- Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov. 22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.
- Sign the Proposal, Page 3, after the Contract Schedule.
- Complete Page 2 of 100% STATE FUNDED PROJECTS as follows:
 - List Name(s) of Contractor (all if partnership or Jt. Venture).
 - Sign, Date & Notarize.
 - Attach proof of Alabama General Contractor's License as per instructions
- Non-resident (out-of-state) bidders: Attach letter from attorney as per Subarticle 103.02(a) of Spec. Prov. 22-LPA-001 (can be dated no earlier than 4 weeks prior to bid opening).
- Bid Bond to be signed by same person signing Proposal.
- Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
- Attach valid Power of Attorney to Bid Bond (unless check attached instead).
- Mark envelope "Proposals for Highway Work" or "Bid Proposal".
- List Project No., etc. on envelope (see 102.10 in Spec. Prov. 22-LPA-001).
- Deliver Proposal with Bid Bond or check, and other required attachments, in SEALED envelope.
- Submit Proposal prior to date & time set for opening bids.

**NOTICE TO CONTRACTORS
STATE-FUNDED PROJECT NO.
COUNTY, ALABAMA**

SEALED BIDS WILL BE RECEIVED BY THE _____ AT _____
_____, ALABAMA, UNTIL _____
AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

THE BRACKET ESTIMATE ON THIS PROJECT IS FROM _____ TO _____. THIS BRACKET RANGE IS SHOWN ONLY TO PROVIDE GENERAL FINANCIAL INFORMATION TO CONTRACTORS AND BONDING COMPANIES CONCERNING THE PROJECT'S COMPLEXITY AND SIZE. THIS BRACKET SHOULD NOT BE USED IN PREPARING A BID, NOR WILL THIS BRACKET HAVE ANY BEARING ON THE DECISION TO AWARD THE CONTRACT. THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

THE ENTIRE PROJECT SHALL BE COMPLETED IN _____ (_____) CALENDAR DAYS.

TO BE ELIGIBLE FOR CONSIDERATION, BIDS MUST BE SUBMITTED ON COMPLETE ORIGINAL PROPOSALS MADE AVAILABLE BY THE OWNER. BID DOCUMENTS (INCLUDING PLANS AND PROPOSALS) ARE AVAILABLE AT _____, ALABAMA _____, UPON PAYMENT OF A REFUNDABLE (IF PLANS ARE RETURNED IN REUSABLE CONDITION WITHIN 10 DAYS OF BID OPENING) DEPOSIT OF \$ _____. CHECKS SHALL BE MADE PAYABLE TO THE _____. BID DOCUMENTS WILL BE MAILED ONLY UPON RECEIPT OF DEPOSIT. NO BID DOCUMENTS WILL BE DISTRIBUTED LATER THAN 24 HOURS PRIOR TO THE SCHEDULED OPENING OF BIDS.

A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) OR BID BOND FOR 5% OF THE AMOUNT BID (MAXIMUM OF \$10,000.00) AND MADE PAYABLE TO THE _____ MUST ACCOMPANY EACH BID AS EVIDENCE OF GOOD FAITH.

IN ACCORDANCE WITH SECTION 34-8-8. CODE OF ALABAMA AS AMENDED, "ALL OWNERS, ARCHITECTS, AND ENGINEERS RECEIVING BIDS PURSUANT TO THIS CHAPTER SHALL REQUIRE THE PERSON, FIRM OR CORPORATION TO INCLUDE HIS OR HER CURRENT LICENSE NUMBER ON THE BID." IT ALSO STATES THAT "...IT WILL BE NECESSARY FOR HIM OR HER TO SHOW EVIDENCE OF LICENSE BEFORE HIS OR HER BID IS CONSIDERED."

PREQUALIFICATION IS NOT REQUIRED ON THIS PROJECT. FURTHER DETAILS AND DEFINITIONS REGARDING THIS PROVISION ARE INCLUDED IN SECTION 102 OF SPECIAL PROVISION 22-LPA-001 AND ALDOT'S STANDARD SPECIFICATIONS.

PROOF OF INSURANCE COVERAGES OF THE TYPES AND AMOUNTS AS SET FORTH IN THE PROJECT SPECIFICATIONS WILL BE REQUIRED OF THE CONTRACTOR, AND ANY AND ALL SUBCONTRACTORS, PRIOR TO BEGINNING WORK. THE CONTRACTOR WILL BE REQUIRED TO PERFORM WORK AMOUNTING TO AT LEAST 30% OF THE TOTAL CONTRACT COST WITH HIS OWN ORGANIZATION.

THIS IS A STATE-FUNDED PROJECT THROUGH ALDOT. THE PROPOSED WORK SHALL BE PERFORMED IN CONFORMITY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

THE RIGHT TO REJECT ANY OR ALL BIDS IS RESERVED.

HONORABLE

**NOTICE TO CONTRACTORS
STATE-FUNDED PROJECT NO.
OF
COUNTY, ALABAMA**

SEALED BIDS WILL BE RECEIVED BY THE _____ OF _____ AT _____, ALABAMA, UNTIL _____ AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

THE BRACKET ESTIMATE ON THIS PROJECT IS FROM \$ _____ TO \$ _____. THIS BRACKET RANGE IS SHOWN ONLY TO PROVIDE GENERAL FINANCIAL INFORMATION TO CONTRACTORS AND BONDING COMPANIES CONCERNING THE PROJECT'S COMPLEXITY AND SIZE. THIS BRACKET SHOULD NOT BE USED IN PREPARING A BID, NOR WILL THIS BRACKET HAVE ANY BEARING ON THE DECISION TO AWARD THE CONTRACT. THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

THE ENTIRE PROJECT SHALL BE COMPLETED IN _____ (_____) CALENDAR DAYS.

TO BE ELIGIBLE FOR CONSIDERATION, BIDS MUST BE SUBMITTED ON COMPLETE ORIGINAL PROPOSALS MADE AVAILABLE BY THE OWNER. BID DOCUMENTS (INCLUDING PLANS AND PROPOSALS) ARE AVAILABLE AT _____, ALABAMA _____, UPON PAYMENT OF A REFUNDABLE (IF PLANS ARE RETURNED IN REUSABLE CONDITION WITHIN 10 DAYS OF BID OPENING) DEPOSIT OF \$ _____. CHECKS SHALL BE MADE PAYABLE TO THE _____ OF _____. BID DOCUMENTS WILL BE MAILED ONLY UPON RECEIPT OF DEPOSIT. NO BID DOCUMENTS WILL BE DISTRIBUTED LATER THAN 24 HOURS PRIOR TO THE SCHEDULED OPENING OF BIDS.

A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) OR BID BOND FOR 5% OF THE AMOUNT BID (MAXIMUM OF \$10,000.00) AND MADE PAYABLE TO THE _____ OF _____ MUST ACCOMPANY EACH BID AS EVIDENCE OF GOOD FAITH.

IN ACCORDANCE WITH SECTION 34-8-8. CODE OF ALABAMA AS AMENDED, "ALL OWNERS, ARCHITECTS, AND ENGINEERS RECEIVING BIDS PURSUANT TO THIS CHAPTER SHALL REQUIRE THE PERSON, FIRM OR CORPORATION TO INCLUDE HIS OR HER CURRENT LICENSE NUMBER ON THE BID." IT ALSO STATES THAT "...IT WILL BE NECESSARY FOR HIM OR HER TO SHOW EVIDENCE OF LICENSE BEFORE HIS OR HER BID IS CONSIDERED."

PROPOSALS WILL BE ISSUED ONLY TO AND ACCEPTED FROM CONTRACTORS ON THE ALABAMA DEPARTMENT OF TRANSPORTATION'S (ALDOT) *LIST OF PRE-QUALIFIED CONTRACTORS*. THE AWARD OF THE CONTRACT WILL BE MADE ONLY TO A CONTRACTOR WHO HAS A VALID CERTIFICATION OF QUALIFICATION FROM ALDOT AS REQUIRED BY STATE LAW AND WILL NOT BE MADE TO ANY BIDDER WHO IS CONSIDERED BY ALDOT TO BE DISQUALIFIED FROM BIDDING, OR IS AN AFFILIATE OF OR HAS A CORPORATE OFFICER, DIRECTOR, OR PRINCIPAL OWNER WHO IS A CORPORATE OFFICER, DIRECTOR, OR OWNER OF, ANOTHER PERSON WHO IS PRESENTLY DISQUALIFIED BY ALDOT. FURTHER DETAILS AND DEFINITIONS REGARDING THIS PROVISION ARE INCLUDED IN SECTION 102 OF SPECIAL PROVISION 18-LPA2 AND ALDOT'S STANDARD SPECIFICATIONS.

PROOF OF INSURANCE COVERAGES OF THE TYPES AND AMOUNTS AS SET FORTH IN THE PROJECT SPECIFICATIONS WILL BE REQUIRED OF THE CONTRACTOR, AND ANY AND ALL SUBCONTRACTORS, PRIOR TO BEGINNING WORK. THE CONTRACTOR WILL BE REQUIRED TO PERFORM WORK AMOUNTING TO AT LEAST 30% OF THE TOTAL CONTRACT COST WITH HIS OWN ORGANIZATION.

THIS IS A STATE-FUNDED PROJECT THROUGH ALDOT. THE PROPOSED WORK SHALL BE PERFORMED IN CONFORMITY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

THE RIGHT TO REJECT ANY OR ALL BIDS IS RESERVED.

HONORABLE

PROPOSAL
FOR THE CONSTRUCTION OF STATE-AID PROJECT
No. _____
OF
COUNTY, ALABAMA

DATE: _____

TIME : _____ : _____ M

PROPOSAL OF _____
(Name of Bidder)
 LICENSE No. _____ OF _____
(Required to Bid) (Address)
 for constructing the

in the _____ of _____, County of _____, State of Alabama.

The plans are composed of drawings identified as follows:

PROJECT No. _____

The specifications are hereto attached.

TO THE _____ OF THE _____ OF _____, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project in _____ () calendar days.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details and exceptions):

BID GUARANTIES RETURNED	
Successful Bidder.	After contract & bonds executed and approved. May be allowed to substitute bond for check after 30 days after bid opening.
Next 2 Lowest Bidders . . .	15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.
All others	After bids tabulated and checked.
AWARD OF CONTRACT	Within 30 days after bid opening, or later if agreed to.
EXECUTION OF CONTRACT	Contractor must execute within 15 days after presentation for signature. May be extended no more than 5 days by owner.
APPROVAL OF CONTRACT	Owner approves within 20 days after presentation by contractor, unless contractor agrees to a longer period.
WORK ORDER ISSUED	Within 15 days after approval and execution of contract by owner. May be extended by agreement.
TIME CHARGES BEGIN	Within 15 days of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

CONTRACT SCHEDULE

[Enter list of Pay Item Nos., Item Descriptions, Quantities, and Units into spreadsheet file CONTRACT SCHEDULE (PROPOSAL SHEET 2).xls, then print out and insert in place of this sheet as Page 2 of proposal. Multiple pages for the CONTRACT SCHEDULE should be numbered as 2, 2A, 2B, 2C, etc.]

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand _____, by and between the
(Year written in words)
_____ of _____, Alabama, party of the first part (hereinafter called the
(City) (City)
Owner)
and _____ of
(Name of Contractor)
_____, party
(Mailing Address)
of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of

[description of project]
(hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all
the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants
herein contained and the sum of one dollar (\$1.00) by each of the parties to the other
in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as
follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material
and to do and perform all the work and labor required to be furnished and delivered,
done and performed in and about the construction of the **Project** in the
_____ of _____, _____ County, Alabama, known as Federal Aid
(City) (city) (County)
Project Number _____, in strict and entire conformity with the provisions of
the Contract, and the Notice to Contractors and the Proposal, and the Plans and
Specifications (including Special Provisions) prepared by (or for) the **Owner**, the
originals of which are on file with the **Owner**, and which said Plans and Specifications
and the Notice to Contractors and the Proposal are hereby made a part of this
Agreement as fully and to the same effect as if the same had been set forth at length in
the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when
completed in accordance with the Provisions of this Contract, the price as set forth in
the said Proposal, amounting approximately to _____
(Amount written
in words) dollars (\$ _____),
(Amount in numerals)
payments to be made as provided in said Specifications upon presentation of the
proper certificates of the **Owner** and upon the terms set forth in the said Specifications
and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of
Alabama under the direct supervision, and to the entire satisfaction of the **Owner**,
subject at all times to the inspection and approval of the United States Secretary of
Transportation, or his agents, and in accordance with the rules and regulations made

pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

IN WITNESS WHEREOF, THE _____ OF _____, ALABAMA has
(City) (city)
caused these presents to be executed by its _____ and _____
(Mayor) (Name of
_____, the **Contractor**, has hereto set his
Contractor)
hand and seal this the day and year above written.

ATTEST: _____ OF _____, ALABAMA,
(City) (city)

(City Clerk) By: _____
(Mayor)

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness's Signature

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness's Signature

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness's Signature

(Print Name)

Title

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL BID AMOUNT:					\$

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
BASE BID:					
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$
20				\$	\$
21				\$	\$
22				\$	\$
23	TOTAL BID AMOUNT, BASE BID (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 22):				\$

CUMULATIVE ALTERNATE A:				
1A			\$	\$
2A			\$	\$
3A			\$	\$
4A	TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE A (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1A THROUGH 3A):			\$
5A	TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATE A (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 23 AND 4A):			\$
CUMULATIVE ALTERNATE B:				
1B			\$	\$
2B			\$	\$
3B			\$	\$
4B	TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE B (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1B THROUGH 3B):			\$
5B	TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATES A AND B (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 5A AND 4B):			\$
CUMULATIVE ALTERNATE C:				
1C			\$	\$
2C			\$	\$
3C			\$	\$
4C	TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE C (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1C THROUGH 3C):			\$
5C	TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATES A, B, AND C (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 5B AND 4C):			\$

Project No.: _____
City/County: _____
Proposal No.: _____
Letting Date: _____

The undersigned hereby states that this Bid Proposal is to the best of their knowledge, their true and correct bid, except for changes initiated herein, and is submitting these bid sheets for review and consideration.

Contractor's Signature
(Authorized Company Representative)

Date

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

**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 SWORN 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 213 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.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION) THE SAME MAY EXECUTE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A NOTARY PUBLIC AFTER BEING SWORN. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED, AND NOTARIZED BELOW.

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.

NOTE: PROPOSAL WILL NOT BE ACCEPTED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

**FORM OF
BID BOND**

Revised 5/2016

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____ (Name of

_____, as **Surety**, are held and firmly
Surety)

bound unto

THE [CITY] OF [*city*]

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for Project Number **????- [#### (###)]**, located in the [City] of [*city*], County of [*county*], State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and said **Principal** will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal) Attest: _____
(Secretary)

Name of State under the laws of which The Corporation was chartered: _____
(State)

** (Corporate Seal) Attest: _____
(Secretary)

Name of State under the laws of which The Corporation was chartered: _____
(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

SPECIAL PROVISIONS
PROJECT No. _____
Project Sponsor: _____
 _____ **COUNTY, ALABAMA**

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first two Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>SPECIAL PROVISION</u>	<u>NUMBER</u>
9.1) General Provisions for Projects let by LPA (with prequalification)	22-LPA-001
9.2) Acceptance of Projects let by LPA	22-LPA-002(2)

9.3>) (Insert any special provisions needed for items not covered by ALDOT specs)

Also, the 2022 Current General Application Special Provisions list (accessible on the ALDOT webpage, <https://www.dot.state.al.us/publications/Construction/Specifications.html>) should be studied to determine if any of those special provisions need to be inserted into the above documents. This will all depend upon what items of work are included in the contract for each specific project. These mostly represent improvements or updates to the existing specs; however, for enhancement projects, we recommend minimizing the number of these special provisions that are included, for the sake of simplicity. An adequately qualified person should look them over to decide just how necessary each one is for your project.

9.?)> [For any work, pay items, or requirements not covered by existing ALDOT specifications, compose additional Special Provisions. Ensure that any new items of work are fully described. Fully describe all required work, materials & equipment, Item No., Item Description and units (for payment), and method of measurement. If specifying by manufacturer, model no., etc., at least three (3) different manufacturers (plus "or approved equal") shall be listed. Exceptions require written justification and approval by the FHWA, ALDOT, and possibly the Alabama Building Commission (see state code 39-2-2(f) and 41-16-57). List the additional Special Provisions here, and insert into proposal package in the order listed.]

Special Permit Requirements [Discuss with ALDOT Region] [#####]

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“\$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated “Alternates” or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

**SECTION 103
AWARD AND EXECUTION OF CONTRACT**

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109 MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023

Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars (\$100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: _____

County: _____

Contractor: _____

Mailing Address: _____
Street City State Zip

Telephone Number: _____
A.C.

Employer Identification Number: _____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ _____

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ Date: _____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (*describe by number as subject*):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as “the Act”.
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. “Business entity” shall include, but not limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness

BOND
FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal,
and, _____, as Surety, are held and firmly bound unto the _____
_____, ALABAMA, as Obligee, in the penal sum of _____ Dollars
(\$ _____), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound Principal has this day entered into a Contract with the said Obligee, for the construction of

in the City of _____, _____ County, Alabama, to-wit: known as State Aid Project
No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and
promptly perform said Contract and all the conditions and requirements thereof, then this
obligation shall be null and void and of no effect, otherwise to remain and be in full force and
effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly
and efficiently prosecute said work in accordance with the Contract, the above bound Surety
shall, at its own expense, take charge of said work and complete the Contract, pursuant to the
terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee
due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee
authorize the Obligee to advertise for bids to complete the said Contract at the expense of said
Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of
such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due
to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work
and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may
cause ten days notice of such failure to be given, either to said Principal or Surety, and at the
expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said
contract, the Obligee shall have the authority to cause said work to be done, and when the same
is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree
to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
 (Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title
---	--

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title
---	--

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title
---	--

 NAME OF SURETY

BY: _____
 ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
 Producer for Surety, if applicable:

NOTICE TO INSURANCE PRODUCER:
 Please print or write legibly your name and
 complete address below including
 PRODUCER'S COMPANY

 Producer's Name License No.

 Address

 PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and, _____, as Surety, are held and firmly bound unto the _____, ALABAMA, as Obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of _____ in the City of _____, _____ County, Alabama, to-wit: known as State Aid Project No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____	_____
Title/Address	Title
By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____	_____
Title/Address	Title
By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____	_____
Title/Address	Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY