# PROPOSAL NO.

 **, 20**

# FOR THE CONSTRUCTION OF:

***“Enter Project Description Here”***

#  COUNTY, ALABAMA

Proposal of

Contractor Name:

Of (City, State):

ALDOT Contractor Identification Number: (To be used to document E-Verify)

Alabama General Contractors License Number: For the Construction Of:

## *“Enter Project Description Here”*

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

 County Commission

 , Alabama Phone:

# BEFORE: 10:00 AM ON , 20

*Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the County Commission.*

Gentlemen:

**NOTICE TO CONTRACTORS**

 County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the *(ENTER BID DESCRIPTION HERE)* work of the County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not. This bid shall be in effect from until covering any Proceed Orders issued by County during that time frame.

Sealed bids will be received by the County Commission at until AM Central Time on , and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the County Commission. Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word “BID” on the outside of the bid package along with Bid Proposal for *(ENTER BID DESCRIPTION HERE)*, the bid date and the Alabama General Contractor’s License Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act.

All bid items shall be placed in accordance with the bid items and specifications, current revision of the Alabama Department of Transportation Standard Specifications (non-metric edition), and any Supplemental Specifications approved by the

 County Engineer. This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the “Department” or "Highway Department", etc. shall be understood to mean the awarding authority for thisproject.

Should the bidder desire to offer a substitute for any item listed in this proposal, a full description of the item(s) offered as substitutes shall be submitted to the County Engineer at least 48 hours before the time stated for opening the bids. The County Engineer will issue an addendum, if necessary, to all bidders who have obtained a bid proposal. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder. No bid proposals or additional addenda will be issued 24 hours prior to the time of the bid opening.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. County reserves the right to accept or reject all Bids or any portion thereof. County Hours of Operation are A.M. to P.M. (Central Time) from through . Please remit all Bids and Inquiries to County Engineer,

 , , Alabama .

**BID PROPOSAL FOR**

***(ENTER BID DESCRIPTION HERE)***

To the County Commission:

The undersigned shall give County at least 48 hours’ notice in advance of performing work at any site once a Proceed Order has been issued by County. The undersigned must receive written permission to work on Saturdays, Sundays, or County recognized holidays 48 hours prior to such work commencing. Unless otherwise directed in writing by the County Engineer, the undersigned will be expected to begin work within 15 calendar days after issuance of the Proceed Order. The undersigned will be given a minimum of

 ( ) Working Days

 ( ) Calendar Days

as defined in the current revision of the Alabama Department of Transportation Standard Specifications, per Proceed Order. Each Proceed Order shall designate the amount of working days or calendar days allowed. Should the undersigned fail to complete the project or projects specified in the Proceed Order within the working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

A certified check, drawn on an Alabama Bank, or bid bond, for $10,000 made payable to the County Commission is enclosed as evidence of good faith. Within 15 days upon notification of bid award, the undersigned shall submit a Performance Bond for *(Enter 100% of Estimated Amount of Proceed Orders for Contractual Period)* and a Payment Bond for *(Enter 50% of Estimated Amount of Proceed Orders for Contractual Period)* to County along with the contract documents, certificate of public liability insurance, certificate of proof of workman’s compensation insurance, and business license. The undersigned shall provide to the County his/her Alabama Department of Transportation (ALDOT) Vendor Identification Number as shown on the E-Verify Compliance Status List on the ALDOT website as proof of enrollment in E-Verify.

The undersigned shall submit the Advertisement of Project Completion to County immediately following the completion and acceptance of all work required, per Proceed Order. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.

Upon completion and acceptance of all work required, the undersigned will be paid upon presentation of the following:

1. A properly executed and duly certified voucher for final payment.
2. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
3. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30-day waiting period after the notice has run before final settlement can be made)

The undersigned agrees: **Final payment will be made within 35 days after all the above requirements are met;**

Partial **Payments, to be paid no more than monthly, for each Proceed Order shall be provided under this contract;**

By submitting this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate the federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**INSURANCE REQUIREMENTS**

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of County, Alabama (CC C) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect theContractor

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the CC C. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CC C for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the CC C.

1. **Worker’s Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama Part Two: Employers Liability

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

* 1. U. S. Longshoremen & Harborworkers’ Act(USL&H) – Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
	2. Maritime Endorsement (Jones Act) –

Endorsement required if contract involves the use of a Vessel.

Or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage

Bodily Injury by accident $3,000,000

(Each Accident)

Bodily Injury by disease $3,000,000

(Aggregate)

1. **Commercial General Liability**

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

Projects

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

* Coverage to include:
* Premises and operations
* Personal Injury and Advertising Injury
* Independent Contractors
* Blanket Contractual Liability
* Explosion, Collapse and Underground hazards
* Broad Form Property Damage
* Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
* Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of arailroad.

The contractor shall name the CC C, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

* Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CC C, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.
1. **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of $3,000,000

each accident. The policy shall name CC C its officers, appointees, employees, and agents as an Additional Insured.

1. **Protection and Indemnity Insurance**

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of $3,000,000 per occurrence shall be maintained.

1. **Indemnification and Liability**

Under this section the term County shall include County, the County Commission, the officers, appointees, department heads, agents, and employees of the County Commission

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor’s performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of the Contractor’s work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor’s work.

**Waiver of Subrogation**

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CC C, its officers, appointees, employees, and agents.

**Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CC C PRIOR to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CC C.

# BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That of

(Name of Contractor)

(Address)

as Principal, and of

(Name of Surety)

 , as Surety,

(Address)

are held firmly bound unto COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of **Ten Thousand Dollars ($10,000)** 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

## *(DESCRIBE PROJECT HERE)*

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the 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 of and conditions of the Contract, then this obligation to 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 responsible bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Witness our hands and seals this day of , 20 .

Signature of Individual Bidder: (Use only where bidder is an individual)

 , Doing business as

(Name of Individual) (Business Name)

Business Mailing Address:

(Mailing Address)

# BID ITEMS AND SPECIFICATIONS (EXAMPLE ONLY)

The unit prices below will apply to each Proceed Order issued and should be based on County Wide Pricing. A Proceed Order may include multiple projects or sites. Each Proceed Order shall note the items required and estimated quantities per project or site.

A Job Mix Design must be submitted, by the Contractor, to County following the receipt of a Proceed Order. PRICE ADJUSTMENTS will be made to all Asphalt Materials in accordance with the following: It is understood and agreed that the price per ton of materials bid is based on prices at the time of opening of bids. Prices on contracts developed from this bid will be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of . Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month in which delivery and placement is made. Adjustment will be made in accordance with the current ALDOT Specifications. This adjustment shall apply to the amount of tack and prime used and the amount of liquid used in the plant mixmaterial.

No reclaimed asphalt shingles (RAS) will be allowed in any plant mix item. Upon request, Test Reports shall be submitted on all materials before Payment will be made. The Contractor shall furnish flagmen and portable traffic control devices (or other method approved by the County Engineer) in accordance with current revision of the Manual of Uniform Traffic Control Devices (MUTCD). The County Engineer shall serve as the final authority for all phases of workmanship andmaterials.

1. **Price per ton to place hot plant mix on a primed roadway base surface. Price to include all materials, labor, and equipment required to clean roadway, haul, spread, and compact the asphalt material in place in compliance with the applicable sections of the ALDOT specifications.**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, 3/8” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, ½” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, ¾” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424B Superpave Bituminous Concrete Binder Layer, ¾” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424B Superpave Bituminous Concrete Binder Layer, 1” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

1. **Price per ton, including tack coat, to place hot plant mix on an existing roadway surface (Ditch Section). Tack rates shall be 0.075 gallons per square yard for emulsified asphalts and 0.05 gallons per square yard for asphalt binders unless otherwise approved by the County Engineer. Price to include all materials, labor, and equipment required to clean and prepare roadway (Including Clipping), haul, spread, and compact the asphalt material in place in compliance with the applicable sections of the ALDOT specifications.**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, 3/8” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, ½” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424A Superpave Bituminous Concrete Wearing Surface Layer, ¾” MASM, ESAL Range A-D**

**$ /Ton 0-150 Tons**

**$ /Ton 151-500 Tons**

**$ /Ton 501-1000 Tons**

**$ /Ton 1001 Tons and above**

**Item: 424B Superpave Bituminous Concrete Binder Layer, ¾” MASM, ESAL Range A-D**

**ETC …………..**

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 items for review and consideration.

**Signature of Bidder (If Firm or Individual)**

**By:**

**Address of Bidder**

**Name and Address of Member of Firm**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Signature of Bidder (Corporation)**

**President Secy. & Treas.**

**Business Address Business Address**

**Attest: Incorporated in**

**State**

**(Corporate Seal)**

# BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM AND FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.

Name of Corporation, Partnership, or Joint Venture:

Business Mailing

(Name of Partnership, Joint Venture or Corporation)

Address:

(Address)

BY: (L.S.)

(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing

Address:

(Address)

BY: (L.S.)

(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing

Address:

(Address)

BY: (L.S.)

(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

(Corporate Seal) Name of State under the laws of which the

Attest: Corporation was chartered:

(Secretary) (State)

(Corporate Seal) Name of State under the laws of which the

Attest: Corporation was chartered:

(Secretary) (State)

**SURETY:**

(Name of Surety)

BY (AGENT):

(Attorney in Fact)

AGENT’S ADDRESS:

(Mailing Address)

NOTICE: Valid Power of Attorney Must Be Attached.

**END OF PROPOSAL**