TUSCALOOSA COUNTY

PUBLIC WORKS CONTRACT DOCUMENTS

TUSCALOOSA COUNTY COMMISSION

Ward D. 'Rob' Robertson, III	**Chairman**
Stan Acker	**District 1**
Jerry Tingle	**District 2**
Mark Nelson	**District 3**
Reginald Murray	**District 4**

Byron D. Waid, County Administrator

PROJECT NAME: BAMA THEATRE WINDOW REPLACEMENT – GREENSBORO AVE

FOR: GRANTS & PLANNING DEPARTMENT
(County Department)

(2025)

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

TUSCALOOSA COUNTY PUBLIC WORKS CONTRACT DOCUMENTS

SECTION ONE: ADVERTISEMENT AND NOTICE FOR BIDS
(2025)

Sealed bids will be received by Tuscaloosa County, Alabama, a political subdivision of the State of Alabama, in the Commission Chambers in the County Courthouse, 714 Greensboro Ave., Tuscaloosa AL, 35401, on **Wednesday, November 25, 2026,** until **2:00 PM,** local time, and then publicly opened and read for the furnishing of all labor and material (where required) and equipment for performing a public works project according to the plans, details, specifications and Contract Documents. Award of the contract will be made within forty-five (45) calendar days from the date of the bid opening.

All bids must be marked with the word "BID" on the outside of the bid package along with "Bid Proposal for PROJECT NAME, the bid date, and the Alabama General Contractor's License Number, and will be received by the Tuscaloosa County Commission at the mailing address listed: **ATTN: Byron Waid, County Administrator, 714 Greensboro Avenue, Suite G78, Tuscaloosa, AL 35401.**

The Project shall be known as **BAMA THEATRE WINDOW REPLACEMENT – GREENSBORO AVE** and the general character of said public works project shall consist of the following: Removal and replacement of existing windows at the Historic Bama Theatre–City Hall Building, located at 600 Greensboro Avenue, Tuscaloosa, Alabama. Work shall include removal and disposal of existing windows; furnishing and installation of historically compatible replacement windows; associated trim, flashing, sealants, weatherproofing, and finishing; and all incidental work necessary to provide a complete, weather-tight installation while preserving the building's historic architectural character.

The approximate quantities of said Project are as follows: Removal and replacement of twenty-six (26) existing windows, consisting of twenty-one (21) standard divided-light windows, four (4) narrow divided-light windows, and one (1) special-configuration window. All dimensions and configurations shall be field-verified by the Contractor prior to fabrication or ordering.

Special instructions are as follows: All work shall be consistent with the Secretary of the Interior's Standards for Rehabilitation and applicable Alabama Historical Commission requirements. Replacement windows shall closely replicate the historic appearance of existing windows.

Plans and Specifications and all related Contract Documents are open for public inspection at the office of Tuscaloosa County Maintenance and Facilities Department located at 3301 12th Street, Northport AL, 35476, designated as the office of the awarding authority for this purpose. The contact persons for the project are Ryan Sabbagh, Director of Maintenance and Facilities & Lauren Benson, Grants Administrator. They can be reached at the office listed above, or by email at rsabbagh@tuscco.com & lbenson@tuscco.com .

Qualification of Bidders: Prequalification of Bidders IS NOT required. All bidders must be responsible, meeting the criteria and requirements set forth in the Instructions to Bidders and bid proposal. The attention of all bidders is called to the provisions of State law governing "general Contractors," as set forth in Ala. Code §34-8-1, et seq. (1975), and rules and regulations promulgated pursuant thereto. The County may not enter into a contract with a non-resident corporation or entity which is not qualified under State law to do business in the State of Alabama. This project will not use federal funds - Ala. Code §39-3-5, resident contractor preference, applies.

A construction manager IS NOT being utilized. All bidders shall possess all other licenses and/or permits required by applicable law, rule or regulation for the performance of the work. All bidders must submit with their proposal: Contractor's license number and a copy of the license. Ala. Code §34-8-8(b) requires all bids to be rejected which do not contain the General Contractor's current license number. The County reserves the right to waive any informality, reject all bids, and/or reject and rebid the Project should it determine the same is in the best interest of the County.

Bid Bonds: Each bidder must submit with its bid a cashier's check drawn on an Alabama bank or a fully executed bid bond on the form that is contained in the Contract Documents executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds, sureties and/or cashier checks will be made payable to the County for an amount not less than 5 percent of the total bid in the proposal, but in no event more than $10,000.00.

Sales and Use Tax Savings: Unless otherwise noted, the project will be bid and administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes.

Pre-Bid Conference: A Pre-Bid Conference IS required for this Project. If a conference is required, it will take place at least 7 days prior to bid opening, on Tuesday, November 17, 2026 at 2:00 PM. See attachment for specific instructions.

NOTE: Bids are solicited in compliance with Ala. Code Title 39, Alabama Public Works Law, and/or Ala. Code Title 41, Alabama Competitive Bid Law. Bidders shall be required to comply with aforementioned provisions regardless of whether the requirements are explicitly detailed in the bid proposal or not. The contractor shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act. All bidders are advised to carefully read the Instructions to Bidders contained in the Contract Documents, which provisions and requirements are adopted herein by reference. Tuscaloosa County is an equal opportunity employer.

[END ADVERTISEMENT FOR BID]

PROJECT DESCRIPTION

Historic Bama Theatre – Historic City Hall Building:
Window Replacement Project - Greensboro Avenue

Location: 600 Greensboro Avenue, Tuscaloosa, Alabama 35401

The Tuscaloosa County Commission is soliciting bids from qualified contractors for the removal and replacement of twenty-four (24) existing windows along the Greensboro Avenue elevation, and two (2) existing windows along the 6th Street elevation, of the Historic Bama Theatre–City Hall Building, located at 600 Greensboro Avenue, Tuscaloosa, Alabama.

The work shall include all labor, materials, equipment, permitting, demolition, disposal, preparation, installation, finishing, and other necessary work to provide a complete, weather-tight window replacement installation. All work shall be consistent with the Secretary of the Interior's Standards for Rehabilitation and applicable Alabama Historical Commission requirements.

WINDOW REPLACEMENT SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and incidentals required to complete the following work.

Existing Window Assessment and Field Measurements

Prior to ordering or fabricating replacement windows, the Contractor shall inspect and -measure all twenty-six (26) existing window openings. The Contractor shall:

- Verify and document existing frame profiles, sash dimensions, muntin configurations, meeting rails, sills, brickmould, exterior trim, and other historically significant features.
- Identify deteriorated or damaged components.
- Verify that the proposed replacement units will fit within the existing architectural openings without unnecessary alteration of surrounding historic materials.

The Contractor shall submit a window schedule, field-verified dimensions, and proposed replacement specifications for County review prior to fabrication or ordering.

Window Removal and Opening Preparation

Carefully remove and dispose of twenty-six (26) existing windows. Prepare each opening for installation of new windows while minimizing disturbance to surrounding historic masonry and architectural details..

The Contractor shall:

- Protect existing limestone, masonry, architectural detailing, and surrounding construction.
- Remove existing window components without unnecessarily enlarging, reducing, or modifying the original window openings.
- Remove deteriorated caulking, sealants, fasteners, and other materials as necessary to properly prepare each opening.

Any concealed deterioration requiring additional framing, blocking, or bracing required to properly support and secure the new window, or work beyond the approved scope shall be documented and reported to the County's designated Project Manager to be addressed by Owner before work proceeds.

Replacement Window Requirements/ Configuration

Replacement windows shall be high-quality architectural window assemblies that closely replicate the historic appearance of the existing windows. Replacement units shall meet the following minimum requirements:

- Wood construction matching the original windows, or historically compatible substitute materials approved by the County.
- Window dimensions, configurations, and sash proportions matching existing conditions.
- Matching divided-light patterns, muntin profiles, meeting rails, stiles, and exterior trim.
- Exterior finish and color matching the existing historic appearance, subject to County approval.
- Insulated clear or visually neutral Low-E glazing without noticeable tint or excessive reflectivity.

Window finishes, glazing, and architectural profiles shall be submitted for County approval prior to ordering.

Window Installation

Install all replacement windows in accordance with the manufacturer's installation requirements and applicable building codes. Include all necessary fasteners, shims, flashing, insulation, sealants, and other materials for a secure and weather-tight installation.

Maintain the existing window placement and recessed depth within the exterior wall openings.

Interior work is limited to painting and installing any wood trim, window casings, and other window related finishes. Drywall work is not part of the project scope.

Exterior Masonry and Historic Materials

Existing limestone, masonry, decorative stonework, and other historic architectural features shall not be damaged, cut, or removed without approval from the County. Any damage resulting from the Contractor's operations shall be repaired at no additional cost to the County.

Air and Water Infiltration Protection

All window units, framing interfaces, sills, and perimeter joints shall be properly flashed and sealed to prevent air and water infiltration. Installation shall include all necessary weatherproofing materials and components in accordance with the manufacturer's requirements.

Protection of Existing Building and Public

The Contractor shall protect existing building finishes, furnishings, fixtures, and adjacent construction. Provide all necessary lifts, scaffolding, barricades, pedestrian protection, and safety measures. Coordinate required sidewalk closures and permits with the City of Tuscaloosa. All related costs shall be included in the Base Bid.

WINDOW QUANTITIES AND CONFIGURATIONS

PRELIMINARY WINDOW CONFIGURATION	QTY
Standard divided-light windows, approximately 44" × 76", 6-over-6	21
Narrow divided-light windows, approximately 22" × 76", 4-over-4	4
Special-configuration window, preliminarily identified as twin casement, approximately 44” × 40”	1
Total	**26**

The quantities listed above identify twenty-six (26) windows for replacement. The listed dimensions and configurations are preliminary and based on estimates. The Contractor shall field-measure all twenty-six (26) window openings, verify existing configurations, and ensure proper fit prior to ordering or fabrication. Upon completion, all replacement windows shall be clean, properly functioning, weather-tight, and ready for use.

Construction Scheduling and Building Operations

The Bama Theatre–City Hall Building is a historic public facility that may remain occupied and operational during construction. The Contractor shall coordinate work schedules, access requirements, and temporary disruptions with the County's designated Project Manager. The Contractor shall sequence work to minimize disruption to building occupants, adjacent businesses, pedestrians, and theatre activities.

Openings shall not be left unprotected against weather, unauthorized entry, or other hazards when work is not actively underway. Temporary weather-resistant and secure enclosures shall be provided whenever a window opening cannot be completed within the same workday.

Submittals and County Approval

Prior to purchasing or fabricating replacement windows, the Contractor shall submit the following for review and written approval:

1. A field-verified window schedule identifying all twenty-six (26) openings,
2. Manufacturer and product information for all proposed window assemblies.
3. Dimensioned shop drawings identifying window sizes, configurations, frame profiles, sash dimensions, muntins, sills, and trim details of replacement windows and of original windows, indicating areas of major deterioration.
4. Proposed exterior and interior finishes and colors.

5. Glazing specifications, including Low-E characteristics and visible appearance.
6. Manufacturer's installation instructions and warranty information.
7. Documentation demonstrating compatibility with the historic appearance of the existing windows.

The Contractor shall not order or fabricate replacement window units until the required submittals have received written approval. Approval of proposed materials or shop drawings shall not relieve the Contractor of responsibility for accurate field measurements, proper fit, or compliance with the contract requirements. All costs necessary to complete the described work shall be included in the Base Bid.

HISTORIC PRESERVATION REQUIREMENTS

This project involves alterations to a property listed on the National Register of Historic Places. All work shall comply with applicable preservation requirements and shall be consistent with the Secretary of the Interior's Standards for Rehabilitation.

REQUIRED PRE-BID CONFERENCE

A Pre-Bid Conference IS required for this Project, on **Tuesday, November 17, 2026 at 2:00 PM**. The Conference will begin in the Commission Chambers in the County Courthouse, 714 Greensboro Ave., Tuscaloosa AL, 35401, before a walk-through of the Bama Theatre Project Site.

TUSCALOOSA COUNTY PUBLIC WORKS CONTRACT DOCUMENTS

SECTION TWO: INSTRUCTION TO BIDDERS
(2025)

***NOTE*: THIS DOCUMENT CONTAINS IMPORTANT BIDDING AND CONTRACTING INFORMATION. ALL POTENTIAL BIDDERS SHOULD READ IT THOROUGHLY.**

1. Intention: The Advertisement for Bids, Instruction to Bidders, Contract Agreement, any modifications or supplemental conditions to the Contract Agreement, Bid Proposal, and the Plans and Specifications are interrelated and apply to the complete work to which they relate.

2. Definitions: Where the following words, or the pronouns used in their stead, occur herein, they shall have the following meaning:

"Awarding Authority" shall mean Tuscaloosa County, Alabama.

"Bidder" shall mean any person, firm or corporation, that is responsible, submitting a responsive bid for the Project contemplated by the contract documents, who meets the requirements set forth in the contract documents, maintains a permanent place of business, has adequate forces and equipment to perform the work on the Project properly and within the time limit that is established, has sufficient experience in the type work provided for in the contract documents and has adequate financial status and resources to meets its obligations contingent to the work.

"County" or "Owner" shall mean Tuscaloosa County, Alabama, as the awarding authority or its authorized and legal representatives.

"Construction Manager" shall mean that person or entity employed by the County to provide Construction Manager services on the work or Project, who shall be the County's representative on the Project.

"Contractor" shall mean initially the successful or probable low bidder and then the party of the first part to the construction agreement or the legally authorized representatives of such party, including a trade contractor.

"Engineer/Architect" shall mean an Engineer or Architect responsible for design and related services on the Project, and if no Construction Manager is employed, then the Engineer is the representative of Tuscaloosa County, Alabama, on the Project. References to the "Engineer" shall mean the Construction Manager, if the County has employed such services, to the extent such services are applicable to construction management activity as set forth in the agreement between the County and the Construction Manager, and the context herein indicates that it would relate to services traditionally and customarily performed by a Construction Manager; otherwise, "Engineer" shall refer to the Engineer or Architect.

"Force Account Work" shall mean work paid for by reimbursing for the actual cost for labor, materials and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit where appropriate.

"Gender" - a word importing one gender shall if appropriate extend to and be applied to the other gender. The masculine shall include the feminine and vice versa, unless the context clearly indicates otherwise.

"Inspector" shall mean a representative of the Engineer/Architect, Construction Manager, or the County, as the case may be.

"Non-Resident Contractor" shall mean a contractor which is neither (a) organized and existing under the laws of the State of Alabama nor (b) maintains its principal place of business in the State of Alabama. A non-resident contractor which has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

"Project" shall mean the Public Work to which these Contract Documents relate, including the labor, materials and all work to be done by Contractor that is the subject of the bid, plans, specifications and contract documents.

"Public Property" shall mean real property which the awarding authority owns or has contractual right to own or purchase, including easements, rights-of-way, or otherwise.

"Public Work(s)" shall mean a Project consisting of the construction, repair, renovation, or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired or renovated or maintained on public property to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

"Responsible Bidder" shall mean a bidder who, among other qualities determined necessary for performance, is competent, experienced and financially able to perform the contract.

"Responsive Bidder" shall mean a bidder who submits a bid that complies with the terms and conditions of the invitation for bids, including plans, drawings, specifications and other provisions of the contract documents.

"Retainage" shall mean that money belonging to the Contractor which has been retained by the awarding authority conditioned upon final completion and acceptance of all work in connection with the Project.

"Singular/Plural" - the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

"Trade Contracts" or "multiple prime contracts" shall mean multiple but separate contracts with the County on the same Project that represent significant construction activities performed concurrently with and closely coordinated with construction activities performed on the Project under other trade contracts.

“Unbalanced Bid” Unbalanced bids may be considered non-responsive and may be subject to rejection. An unbalanced bid includes but is not limited to one which results in a substantial advance payment to the contractor.

3. **Work to be Performed**: The County contemplates the construction of a public works project as generally described in the Advertisement for Bid and as more particularly described, shown and depicted on the plans, specifications, drawings and in the contract documents.

4. **Bidding, Generally:**

A. All bids must be made upon the bid proposal forms contained in the contract documents, shall state the amount bid for each item as shown therein and all blanks shall be properly filled in and bid proposal executed as required.

B. Any bidder may withdraw his or its bid, either personally or by telegraphic or written request (not by facsimile), at any time prior to the scheduled opening time for receipt of bids. Except as provided in Ala. Code §39-2-11(b)(c)(d), no bid may be withdrawn after opening of bids prior to the time of returning bid bonds as provided for herein.

C. Any unauthorized conditions, limitations or provisos attached to the bid proposal, except as otherwise provided herein, will render a bid proposal informal and may cause its rejection. Unbalanced bids may be subject to rejection. Bids without the General Contractor's license number and a copy of the license will be rejected.

D. All bids will be opened in public at the time and date specified in the Notice of Advertisement for bids, unless otherwise altered by addendum. All bidders are invited to be present at the opening of bids. No bids will be received after the time established for the opening of bids.

E. All bids are to be enclosed in a sealed envelope addressed to and/or hand delivered to the County Administrator, Tuscaloosa County Courthouse, Suite G78, 714 Greensboro Avenue, Tuscaloosa, AL 35401. All bids are to be marked to clearly indicate the Project to which it applies with the word "BID" on the outside of the bid package, and the bid date. **NOTE:** Bidders current General Contractor's license number must be displayed on the bid and the sealed envelope.

5. **Responsible, Responsive Bidders:** The County reserves the right to reject any bid that is submitted by a bidder that is determined by the County to not be a responsible bidder or whose bid proposal is not responsive.

In determining whether a bidder or bid is responsible and/or responsive, the County reserves the right to also request and consider the following factors:

A. Types or kinds of materials or items best suited to the County's needs for the Project.

B. A current financial statement of the bidder and/ or bonding capability or limits.

C. An accurate inventory of equipment to be used on the Project for a list of key personnel to be used on the Project and detailed histories of their experience.

D. A list of similar work performed by any person, firm, or corporation with the same name as the name or any of the names in the bidder's proposal within the last five (5) years.

E. A list of five (5) references familiar with the bidder's competence, experience, capabilities, skill and integrity.

F. A statement of bidder pertaining to bankruptcies, judgments, liens or litigation within the last five (5) years. Such statement shall also apply to each company, officer and the key personnel on the Project.

G. The General Contractor's State license number and class.

H. Bidder's performance and prosecution of past projects for the County.

I. An unbalanced bid.

J. Other information supplied in the bid proposal.

The County may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

6. **Bid Bonds:** Each bidder must submit with its bid, a cashier's check drawn on an Alabama bank, made payable to Tuscaloosa County or a fully executed bid bond on the form that is contained in the contract documents, executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds and/or cashier's check will be made payable to Tuscaloosa County for an amount not less than five (5) percent of the County's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than $10,000.00 in accordance with Ala. Code § 39-2-4. The purpose of said bid bond is to insure that the successful bidder will enter into a written contract with the County for the Project on the form included in the contract documents and furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bond in the State of Alabama, in the amount required and provide evidence of insurance as required by the bid documents within time specified or if no time is specified, within thirty (30) days after the forms have been presented to the successful bidder for signature. Provided; however, if extenuating circumstances prevail, the County may grant an extension of time not exceeding five (5) days for the return of the contract bonds and evidence of insurance.

The price or cost of all items bid shall remain in effect for a period of fifty (50) days after Notice of Award.

7. **Return of Bid Bonds:** All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the County for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect or the County may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

8. **Forfeiture of Bid Bonds:** Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the County may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal 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 proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

9. **Consideration of Bid Proposals:**

A. Generally: The contract will be awarded to the lowest responsible and responsive bidder, unless the County determines that all the bids are unreasonable or that it is not in the best interest of the County to accept any of the bids. Award of the contract will be made on the

basis of the lowest actual bid amount for the contract, which is defined as the total of the bid and/or extended total amounts for unit price items, plus requested and accepted additive or deductive alternates, pursuant to the provisions hereof. The County reserves the right to reject all bids and/or reject and rebid the Project should it determine the same is in the best interest of the County.

B. Minor irregularities as determined by the County or its representatives, will not cause a bid to be non-responsive and may be waived by the County.

C. Bidder must possess all licenses and permits required by applicable law, rule or regulation for the performance of the work prior to bidding.

D. Where the County elects to prequalify contractors prior to bidding, it shall be understood that such prequalification may be general in nature and shall not limit the County's right to revoke such prequalification pursuant to Ala. Code §39-2-4(d) (1975).

E. Joint ventures shall not generally be considered acceptable bids without special waiver from the County.

F. Additive and/or Deductive Alternates: If the County has elected to request bids for additive and/or deductive alternates, then the following procedure shall be the basis for calculating such bids:

1) Deductive Alternates: Any deductive alternate from the base bid shall constitute cumulative deductions from the base bid; and in determining the lowest bidder, if the County elects to consider any deductive alternates, the County will proceed to consider the bids upon the basis of the base bids of all qualified bidders minus the respective deduction stated for the first alternate. If the County determines that it wishes to proceed to consider additional deductive alternates, it may do so sequentially and in like manner throughout the deductive alternates the County elects, so that the base bids of all qualified bidders shall be calculated minus the respective number of deductive alternates in sequence the County has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder less the selected sequential deductive alternates.

2) Additive Alternates: To determine additive alternates, any additive alternate shall constitute cumulative additions to the base bid; and in determining the lowest bidder if the County elects to consider any additive alternates, the County will proceed to consider the bids upon the basis of the base bid of all bidders plus the respective addition stated for the first alternate. If the County determines that it wishes to proceed to consider additional additive alternates it may do so sequentially, and in like manner, throughout the additive alternates, the County elects, so that the base bids of all qualified bidders shall be calculated plus the respective number of additive alternates in sequence the County has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder plus the selected sequential additive alternates. Once the County has determined the lowest responsible responsive bidder as set forth herein, then it may award the contract on the basis of accepting and/or rejecting any additive and/or deductive alternates of that bid as it determines is in the best interest of the County.

G. No Bids or Only One Bid: In the event no bid proposals or only one bid proposal is received in response to the County's Advertisement for Bids at the time stated for the opening of bids, the County may elect at its discretion, any of the following options:

1) Advertise for and seek other competitive bids.
2) Direct that the work shall be done by force account under its direction and control.
3) Negotiate for the work through the receipt of informal bids. Provided; however, where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.

H. An unbalanced bid may be considered non-responsive and may be subject to rejection. An unbalanced bid includes but is not limited to one which results in a substantial advance payment to the contractor.

10. Materials and Work: All materials, which the engineering plans specify or are required, will be installed as they are shown on the drawings, plans and/or specs.

A. Brand names, catalog numbers, weights, etc., are used to indicate levels of quality only and are not intended to restrict the bidding. If bidding on an item of another brand or manufacturer than that specified, bidder's proposal should be accompanied by brochures or other pertinent literature giving detailed specifications of the item(s) on which the proposal is being made. Bids or proposals received without sufficient literature to determine equal quality may not be considered. Final determination as to equal quality will be made by the County.

B. Quantities: The quantities shown in the proposal shall be considered by the contractor as the quantities required to complete the work for the purpose of bidding. Should the actual quantities required in the construction of the work be greater or less than the quantities shown, an amount equal to the difference of quantities at the unit prices bid for the items will be added to or deducted from the contract total.

C. Adjustment Items: During the course of work, the prices bid for adjustment items may be used by the County to increase or decrease the total cost for the work if the quantity of work exceeds or is less than the amount shown on plans.

D. The attention of all bidders is called to the fact that all or a portion of this Project may be federally funded and if so, the special conditions of a federally funded contract including federal labor standard provisions, the minimum wage rates included in the contract documents, plans and specifications must be followed.

E. Construction Crews: The Contractor will be required to furnish at least one separate construction crew during the work as set forth in the contract. Unless waived by the County, the Contractor shall perform on the sites and with his own organization and equipment, at least fifty percent of the total amount of the work to be performed under this Contract. The Contractor may only subcontract a maximum of fifty (50%) percent of the work without County consent. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the County representative determines that it would be to the County's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the Contractor from the County.

NOTE: Bidders are advised to carefully review all other elements of the contract documents for more details concerning requirements for performing work on the Project.

F. In the event the County elects to utilize a Purchasing Agent Appointment agreement in conjunction with this contract, the Contractor will be required to execute such an agreement and perform in accordance therewith.

11. Execution of Contract, Notice to Proceed: Award of the contract will be made within the time specified after the opening of bids.

The bidder to whom award is made shall enter into a written contract for the Project with the County on the forms provided in the contract documents, furnish the required performance and labor and material bonds with proper surety and furnish the evidence of insurance as required, all within thirty (30) days of presentation of the prescribed forms to the bidder. If extenuating circumstances prevail, the County may grant an extension of time not exceeding five (5) days for the return of the contract, required bonds and evidence of insurance.

Within twenty (20) days after presentation by the bidder to the County, the County shall review the bonds, surety and evidence of insurance to ascertain whether they meet the requirements of the contract documents, and if such requirements have been met the County shall complete the execution of the contract.

A notice to proceed order will be issued by the County or its representatives within fifteen (15) days after final execution of the contract by the County. The Contractor shall begin work on the date specified in the Notice to Proceed.

12. **Labor, Material and Performance Bonds:** Within thirty (30) days after the prescribed forms have been presented, the successful bidder shall execute a performance bond with good and sufficient surety from a company duly authorized and qualified to make such bond in the State of Alabama, a performance bond made payable to Tuscaloosa County, with a penalty equal to 100 percent of the amount of the contract price and in addition thereto, another bond with good and sufficient surety by a surety company duly authorized and qualified to make such bond in the State of Alabama, payable to Tuscaloosa County, in an amount equal to 50 percent of the contract price with an obligation that such contractor shall promptly make payments to all persons supplying it or them with labor, materials or supplies for or in prosecution of the Project provided for in such contract and for the payment of reasonable attorney's fees incurred by any successful claimants or plaintiffs in civil actions on said bond, pursuant to the provisions of Ala. Code §39-1-1 (1975).

13. **Surety and Insurer Qualifications:** All certificates of insurance and bonds (furnished in connection with the work to be performed under this contract) shall be countersigned by a licensed agent residing and engaged in doing business in the State of Alabama. The surety and insurer shall be licensed and authorized to do business in the State of Alabama. The surety companies on bonds shall be rated A- or better by A. M. BEST and listed on the United States Treasury Department 570 list.

14. **Power-of-Attorney:** The attorney-in-fact (resident agent) who executes the performance bond and/or payment bond on behalf of the surety must attach a notarized copy of his or her power-of-attorney as evidence of his authority to bind the surety of the date of execution of the bonds. Certification by a resident agent authorized to do business in Alabama is required.

15. **Insurance:** The successful contractor shall file with the County, at the time of delivery of the signed contract, satisfactory evidence of insurance, the requirements as set forth in the contract agreement. Satisfactory evidence of insurance shall include at a minimum, the insurers standard "Certificate of Insurance" (modified pursuant to insurance requirements of the contract agreement) and the agents verification of insurance as required by Section 26 of this contract. If the County deems that additional evidence or clarification, etc., of insurance is appropriate, the bidder shall promptly furnish the same to the County upon request.

16. **Examination of Contract Documents and of the Site of the Project**: Before submitting a bid proposal for the Project, each bidder shall carefully examine the Contract Documents, including but not limited to plans, drawings, specifications, contract, etc., visit the site, and satisfy itself as to the nature and location of the Project, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, any other work being performed or proposed thereon at the time of submission of their bids. It shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Project for which they submit their proposals. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and visit and

has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction, all information concerning site and surface conditions.

17. **Subsurface Reports**: Prior to Bid opening and if such studies were completed to develop such reports, the County will make available to prospective Bidders, upon request, any information that it may have as to subsurface conditions and surface topography at the work site. Investigations of subsurface conditions were made for the purpose of study and design, and neither the County nor its consultants that performed such testing assume any responsibility whatsoever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, and are available only for the convenience of the Bidders. Such logs and reports represent only the opinion of the Engineer/Architect or Consultant as to the character of the materials encountered by him in his investigations of the test borings.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The County shall not be responsible for any interpretations or conclusions drawn from any subsurface exploration reports or borings. Each bidder is to base his bid upon his determination of the subsurface conditions and of the types and quantities or material to be encountered or needed. Additional tests or other exploratory operations may be made at no cost to the County.

18. **Interpretation of Plans and Specifications**: If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed contract documents, he may submit to the Engineer/Architect or Construction Manager, as the case may be, a written request for an interpretation thereof at least ten (10) days prior to bid opening. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by written addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The County, Construction Manager or Engineer/Architect will not be responsible for any other explanations or interpretations of the proposed documents.

19. **General Contractor's Permit or License**: The attention of all bidders is called to the provisions of the State law governing general contractors as set forth in Ala. Code §34-8-1 et seq. (1975), particularly in regard to the need for and evidence of a State general contractor’s license. The provisions of said statute are adopted herein by reference and form a part of the Contract with the selected bidder should this Project be awarded.

Bidders are reminded that they will be governed by said statutes insofar as they are applicable. To summarize the above quoted statutes, Ala. Code §34-8-1, et seq. (1975) provides that no one is entitled to

bid and no contract may be awarded to anyone who does not possess a valid general contractor's permit or license, including specialty classifications for the work, as provided by the foregoing sections of the State Code, and rules and regulations promulgated pursuant thereto and that said bid may not be considered without evidence being produced that he is so qualified. Trade contractors must be duly licensed in accordance with applicable law. The County may not enter into a contract with a nonresident corporation that is not qualified under the State law to do business in Alabama.

Bidder MUST include with proposal contractor's current license number and a copy of the license. State law, Ala. Code §34-8-8(b) (1975) requires all bids to be rejected which do not contain general contractor's license number.

20. **U. S. Products Preference**: The successful bidder (contractor) shall comply with Ala. Code §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the contractor in failing to utilize domestic products shall result in a downward adjustment in the contract price equal to any realized savings or benefit to the Contractor.

21. **Use of Domestic Steel**: The attention of all bidders and that of the successful bidder (contractor) is drawn to Ala. Code §39-3-4 (1975), requiring the use of steel produced within the United States for municipal construction projects when specifications in the construction contract require the use of steel and do not limit its supply to a sole source. This provision is subject to waiver if the procurement of domestic steel products becomes impractical as a result of national emergency, national strike or other causes. Violations of the use of domestic steel requirements shall result in a downward adjustment in the contract price to equal any savings or benefit to the Contractor.

22. **In State Bidder Preference**: Pursuant to Ala. Code §39-3-5 (1975), in the letting of public contracts in which county funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidders' state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Ala. Code §39-2-12 (1975), be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of the domicile of the nonresident.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney-at-law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of a public contract.

23. **Applicable Laws**: Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, the use of domestic products, U.S. steel and resident labor, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects. Certain statutory requirements are summarized immediately hereinafter. The attention of all bidders is called to the fact that the work will be

subject to compliance with all applicable County building and technical codes and will be subject, in addition to all other inspections, to inspection by a representative of Tuscaloosa County.

24. **SRF/DWSRF Special Requirements**. If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a loan or loans from the Alabama Department of Environmental Management (ADEM) through either a State Revolving Fund for Wastewater or Water (SRF or DWSRF, respectively), additional requirements for the Contractor exist (Requirements). These Requirements relate to Project objectives for utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE). The Contractor must document efforts made to utilize MBE/WBE firms and submit to ADEM, with a copy to the County within ten (10) days after contract execution, evidence of the positive steps in accordance with the requirements to utilize small minority and women businesses in the procurement of subcontracts. Other Requirements relate to Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Affirmative Action Equal Opportunity Clause, Goals and Timetables, compliance with Occupational Safety and Health Act of 1970 and Section 107 of Contract Work Hours and Safety Standards Act (PL91-54) which are adopted herein by reference to the extent applicable. For DWSRF and SRF funded projects, special requirements are also set forth in Supplemental General Conditions. If not attached to the contract documents, Contractors should contact the County representative and/or the County's consulting engineer for a copy of all special requirements and conditions.

25. **Special Conditions for Federally Funded Contracts**. If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a grant from an agency of the United States Government, additional requirements for the Contractor exist. A summary of these requirements entitled, "Special Conditions for Federally funded Contracts," is attached hereto and made a part hereof. Bidder should contact the Engineer or County Representative to confirm the applicability of these requirements to the Project.

26. **Agent's Verification of Insurance**. This form or a letter equivalent from the Insurance Agent should be submitted with each Contractor's Bid, or in the alternative, Contractor may provide a copy of the insurance policy or policies reflecting the coverages required herein.

27. **Compliance with Immigration Law**. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate 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, to the extent allowed by Federal law. Bidders MUST attach proof of enrollment in the E-Verify Program, pursuant to Ala. Code

Bidder MUST include with proposal documentation establishing that the business entity or contractor is enrolled in the E-Verify program. State law, Ala. Code §31-13-9(b) requires enrollment in the E-Verify program as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity.

28. **Compliance with Affordable Health Care Act.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

29. **Compliance with Trafficking Victims Protection Act.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the amended Trafficking Victims Protection Act (TVPA) of 2000, 22 U.S.C. 7101 *et seq*., and related regulations. 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, to the extent allowed by Federal law.

30. **Compliance with Act 2016-312**. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they are 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.

31. **Compliance with Act 2023-409**. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

[END INSTRUCTION TO BIDDERS]

TUSCALOOSA COUNTY PUBLIC WORKS CONTRACT DOCUMENTS

SECTION THREE: PROPOSAL (BID)
(2025)

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

To: Tuscaloosa County Commission

Address: ATTN: Byron Waid, County Administrator,
714 Greensboro Avenue, Suite G78,
Tuscaloosa, AL 35401

Project Title: **BAMA THEATRE WINDOW REPLACEMENT – GREENSBORO AVE**

Project No.: _____

Trade: The trade portion of the work for which this Proposal is submitted is:
N/A (if applicable)

Trade Package No.: N/A

BIDDER: The name of the Bidder submitting this Proposal is _____ doing business at _____ (Street), _____ (County), _____ (State) _____ (Zip)
which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Licensed, Class _____, Alabama General Contractor No.:_____ (Attach Copy)

Alabama General Contractor Specialty _____

Alabama General Contractor License Major Categories:

(1)_____ (2) _____

Bidder's contact person for additional information on this Proposal:

Name: _____ **Telephone:**_____

ADDENDA: The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____ (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: _____ _____ Dollars and _____ cents ($_____). (*Amount written in words has precedence*)

ALTERNATES: Attach additional sheets for additive or deductive alternates, if in contract documents.

UNIT PRICES: Where the Project is bid in unit prices then Bidder agrees to perform the work in the stated quantities of the materials at the unit prices so bid, the cumulative total of which constitutes the base bid set forth below, and to accept as final payment for the work performed under this Project as herein specified the extension of each such unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

An unbalanced bid, as herein defined, may be considered non-responsive. A bid resulting in a substantial advance payment on an item that is for a single lump sum payment may be considered nonresponsive.

Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless a reasonable explanation is provided in writing with the bid and accepted by the Owner. Lump sum payments and unit price bids for a single or lump sum payment may be spread over the course of the period of work until the line item is complete at owner's option.

The Bidder's unit price for materials listed is as including the payment of taxes (See Page 8) where applicable: (Attach additional sheets if required)

Material	Quantity	Unit Price	TOTAL
1.			
2.			
3.			

TOTAL BASE BID $_____

SALES AND USE TAX SAVINGS ACCOUNTING:

Pursuant to State of Alabama Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES AND USE TAX

BASE BID: $_____

Additive Alternate (if applicable): $_____

Failure to provide an accounting of sales tax may render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

AS BUILT DRAWINGS: **T**he Bidder's Proposal contains $_____ for "as built drawings."

BIDDER'S DECLARATION AND UNDERSTANDING: The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the

County, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.

The Bidder understands and agrees that if a Contract is awarded, the County may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the County.

The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME: The Bidder further agrees to begin work on the date stated in the Notice to Proceed and to fully complete the work, in all respects, within the time specified in the contract documents for completion.

EXPERIENCE OF BIDDER: Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. _____
Name of Client Telephone Number

_____
Street City

_____
Facility Size Date

_____
Name of Engineer/Architect /Engineering Firm Telephone Number

2. _____
Name of Client Telephone Number

Street City

Facility Size Date

Name of Engineer/Architect /Engineering Firm Telephone Number

3.

Name of Client Telephone Number

Street City

Facility Size Date

Name of Engineer/Architect/Engineering Firm Telephone Number

PERFORMANCE OF WORK BY CONTRACTOR: The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

SUBCONTRACTORS: Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work

Name

Street City State Zip

Description of Work

Name

Street County State Zip

Description of Work

Name

_____, _____, _____
Street City State Zip

Description of Work _____

_____
Name

_____, _____, _____
Street City State Zip

SURETY: If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is

_____, _____, _____
Street County State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ _____, 20___.

_____
Signature of Bidder

_____
Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this _____day of _____ _____, 20_____.

_____
Name of Corporation

By_____

(seal)

_____
Title

Attest _____
Secretary

* * * * * * * * *

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

Attached hereto is a (Bid Bond) or (Check) for the sum of _____ _____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____day of _____, 20_____.

BY:_____

_____
Title

(NOTE) If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership it shall be signed by a partner. If signed by others, authority for signature shall be attached.

[END OF BID PROPOSAL]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

TUSCALOOSA COUNTY PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR: BID BOND FORM
(2025)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal; and _____ as Surety, (**NOTE:** If cashier's check drawn on an Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto Tuscaloosa County, Alabama, a political subdivision of the State of Alabama,, as obligee, hereinafter called the "County", in the sum of five Percent of the Bid Amount, not to exceed Ten Thousand Dollars, or _____ Dollars ($_____) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following Project or portion thereof:

Project Name: **BAMA THEATRE WINDOW REPLACEMENT – GREENSBORO AVE**

Location: _____

Architect or Engineer: _____

Project Number: _____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within thirty (30) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the _____day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

_____

PRINCIPAL:

_____(SEAL)

By: _____

Title: _____

Address: _____

_____

SURETY:

_____(SEAL)

_____

(Business Address)

_____

ATTEST:

_____

By:_____

Title:_____

Attorney in Fact

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the County Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of Tuscaloosa County equal to 5% of the amount bid, in lieu of a Corporate Surety, under the same terms.

[END BID BOND FORM]