

**PROPOSAL
FOR THE CONSTRUCTION OF:
*"Hot Asphalt Plant Mix Bid"***

HALE 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:
"Hot Asphalt Plant Mix Bid"

The specifications are hereto attached.

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

Office of the Administrator, Hale County Courthouse
P.O. Box 396, 1001 Main Street
Greensboro, Alabama 36744
Phone: 334-624-4275

BEFORE: 10:00 AM ON July 12, 2021

*Bids will be opened as soon thereafter as practicable. Award will be made at the July 13,
2021, regularly scheduled meeting of the Hale County Commission.*

Bidder's Initials: _____

NOTICE TO CONTRACTORS

Gentlemen:

Hale County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the Bituminous Surface Treatments Bid work of the County. This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Alabama Code regardless if the requirement is explicitly detailed in the bid proposal or not. This bid shall be in effect from July 13, 2021, until November 30, 2021, covering any Proceed Orders issued by Hale County during that time frame.

Sealed bids will be received by the Hale County Commission at the Office of the Administrator, Hale County Courthouse, P.O. Box 396, 1001 Main Street, Greensboro, Alabama 36744 until 10:00 AM Central Time on July 12, 2021, and bids will be opened as soon thereafter as practical. Award will be made at the July 13, 2021, regularly scheduled meeting of the Hale County Commission. Specifications are on file and may be acquired at the Hale County Engineer's Office at 703 Cork Street, Greensboro, Alabama. 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 Bituminous Surface Treatments, 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 Hale 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 this project.

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. Hale County reserves the right to accept or reject all Bids or any portion thereof. Hale County Engineer's Office Hours of Operation are 6:00 AM to 4:30 PM (Central Time) from Monday through Thursday. Hale County Courthouse Hours of Operation are 8:00 AM to 5:00 PM (Central Time) from Monday through Friday. Please remit any inquiries to Hale County Engineer, 703 Cork St. Greensboro, Alabama 36744.

BID PROPOSAL FOR **Hot Asphalt Plant Mix**

To the Hale County Commission:

The undersigned shall give Hale County at least 48 hours' notice in advance of performing work at any site once a Proceed Order has been issued by Hale 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 48 hours for asphalt placed on prime and within 15 calendar days for all other items of work after issuance of the Proceed Order.

A certified check, drawn on an Alabama Bank, or bid bond, for \$10,000 made payable to the Hale 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 \$3,000,000 and a Payment Bond for \$1,500,000 to Hale 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 Hale 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:

- a. A properly executed and duly certified voucher for final payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. 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 will be provided under this contract; Retainage shall be withheld on each Proceed Order as required under Code of Alabama Section 39-2-12.**

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 Hale County, Alabama (CCGC) 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 the Contractor

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 CCGC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCGC for prior approval.

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

(a) 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

- i. 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.
- ii. 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 (Each Accident)	\$3,000,000
Bodily Injury by disease (Aggregate)	\$3,000,000

(b) Commercial General Liability

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

	<u>Projects</u>
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 a railroad.

The contractor shall name the CCGC, 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 CCGC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) 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 CCGC its officers, appointees, employees, and agents as an Additional Insured.

(d) 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.

(d) Indemnification and Liability

Under this section the term County shall include Hale County, the Hale County Commission, the officers, appointees, department heads, agents, and employees of the Hale 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 any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCGC, 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 CCGC 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 CCGC.

BID ITEMS AND SPECIFICATIONS

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 Hale County following the receipt of a Proceed Order.

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 Hale County Engineer shall serve as the final authority for all phases of workmanship and materials.

1. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (less than 75 tons) in place (on primed roadway surface). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
2. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (75 tons to 249 tons) in place (on primed roadway surface). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
3. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton in place (250 tons to 499 tons) (on a primed roadway surface). All materials, labor, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
4. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (500 tons to 999 tons) in place (on primed roadway surface). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
5. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (1000 tons or more) in place (on primed roadway surface). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
6. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (less than 75 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.

7. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (75 tons to 249 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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9. Hot asphalt plant mix (Wearing Surface; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (500 tons to 999 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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11. Hot asphalt plant mix (Leveling; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (less than 75 tons) in place, including tack coat, on an existing roadway surface. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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*****General Leveling may be required to be placed by motorgrader*****
13. Hot asphalt plant mix (Leveling; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton in place (250 tons to 499 tons), including a tack coat, on an existing roadway surface. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
*****General Leveling may be required to be placed by motorgrader*****

14. Hot asphalt plant mix (Leveling; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (500 tons to 999 tons) in place, including tack coat, on an existing roadway surface. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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15. Hot asphalt plant mix (Leveling; 3/8" maximum aggregate size) in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (1000 tons or more) in place, including tack coat, on an existing roadway surface. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
*****General Leveling may be required to be placed by motorgrader*****
16. Hot asphalt plant mix (Binder) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (less than 75 tons) in place (on a primed roadway surface). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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21. Hot asphalt plant mix (Binder, Widening) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (less than 75 tons). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications.

22. Hot asphalt plant mix (Binder, Widening) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (75 tons to 249 tons). All materials, labors, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications.
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24. Hot asphalt plant mix (Binder, Widening) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (500 tons to 999 tons). All materials, labor, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications.
25. Hot asphalt plant mix (Binder, Widening) in quantities as requested through November 30, 2021. Material to be in compliance with Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per ton (1000 tons or more). All materials, labor, and equipment required to haul, spread, and compact the asphalt material in place in compliance with the applicable section of the specifications.
26. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (less than 75 tons) in place, on prime. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
27. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (75 - 249 tons) in place, on prime. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
28. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (250 - 499 tons) in place, on prime. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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31. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (less than 75 tons) in place, on prime. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.

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36. Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications. Price per ton (less than 75 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
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42. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (75 - 249 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
43. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (250 - 499 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
44. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (500 - 999 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
45. Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM maximum aggregate size; see attached Balanced Mix Design Specifications (1000 tons or more) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
46. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (less than 75 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
47. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (75 - 249 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
48. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (250 - 499 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
49. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (500 - 999 tons) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
50. Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM maximum aggregate size; see attached Balanced Mix Design Specifications (1000 tons or more) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications. To include paving intersections and driveways as directed by the County Engineer but not less than 3 feet.
51. Combination curb and gutter, Type M-2 (24") in quantities as requested through November 30, 2021. Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per linear foot in place (200 ft or more). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.

52. Combination curb and gutter, Type M-2 (24") in quantities as requested through November 30, 2021. Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per Lin. Ft. in place. (Less than 200 ft). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
53. Concrete curbing; Type A (6") in quantities as requested through November 30, 2021. Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per linear foot in place 200 ft or more). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
54. Concrete curbing; Type A (6") in quantities as requested through November 30, 2021. Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition. Price per linear foot in place. (Less than 200 ft). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
55. Combination curb and gutter, Type M-2 (24") in quantities as requested through November 30, 2021. Material can be private work design mix. Mix design shall be approved by County Engineer. Price per linear foot in place (200 ft or more). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
56. Combination curb and gutter, Type M-2 (24") in quantities as requested through November 30, 2021. Material can be private work design mix. Mix design shall be approved by County Engineer. Price per linear foot in place. (Less than 200 ft). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
57. Concrete curbing; Type A (6") in quantities as requested through November 30, 2021. Material can be private work design mix. Mix design shall be approved by County Engineer. Price per linear foot in place (200 ft or more). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
58. Concrete curbing; Type A (6") in quantities as requested through November 30, 2021. Material can be private work design mix. Mix design shall be approved by County Engineer. Price per linear foot in place. (Less than 200 ft). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
59. Asphalt milling up to 2 inches deep priced per square yard.
60. Asphalt milling for 2-4 inches deep priced per square yard.
61. Broken temporary traffic stripe (paint) in quantities as requested through November 30, 2021. Material to be in compliance with Section 701 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per mile (less than 20 miles). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
62. Solid temporary traffic stripe (paint) in quantities as requested through November 30, 2021. Material to be in compliance with Section 701 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per mile (less than 35 miles). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
63. Temporary traffic control markings (paint) in quantities as requested through November 30, 2021. Material to be in compliance with Section 703 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per square foot (less than 1,000 square feet). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.

64. Borrow Excavation (loose truckbed measurement)(A4 or better) in quantities as requested through November 30, 2021. Material to be in compliance with Section 210 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per cubic yard (less than 7,500 cubic yards). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
65. Machine grading shoulders in quantities as requested through November 30, 2021. Material to be in compliance with Section 212 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per station (less than 3,000 stations). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.
66. Unclassified Excavation in quantities as requested through November 30, 2021. Material to be in compliance with Section 210 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Price per cubic yard (less than 6,000 cubic yards). Price to include all materials, labor, and equipment required to be in compliance with the applicable section of the specifications.

(Note: Hot Asphaltic bid items will in no way affect any project let on contract by Hale County Road and Bridge Department. Also, no bonus pay for asphalt or pay factors for fuel, bituminous material, etc. apply).

Contract Period

Establish a 5 month contract with and option to extend if requested by Hale County and vendor up to 3 years renewal. Any successive contract must have written approval of both the County and the vendor no later than 30 days prior to the expiration of the previous contract. Hale County may at any time cancel the contract by submitting a 30 day notice in writing to the contractor.

- A. Contractor will furnish asphalt within 48 hours from notice for asphalt placed on prime.
 1. After 48 hours there will be a 10% reduction in prices.
 2. After 72 hours there will be a 15% reduction in prices.
 3. After 96 hours there will be a 20% reduction in prices.
- B. Contractor will furnish asphalt within 15 calendar days from notice for asphalt Wearing Surface, Leveling, Widening, "G" Treatment, Binder Layer, Curb and Gutter, and Curb.
 1. After 15 calendar days there will be a 10% reduction in prices.
 2. After 30 calendar days there will be a 15% reduction in prices.
 3. After 45 calendar days there will be a 20% reduction in prices.

Miscellaneous

- A. Contractor shall be responsible for edge clipping and/or brooming if needed on any roadways that will be resurfaced or paved on prime.
- B. Testing may be required with ½ the expense paid by Hale County and ½ paid by the contractor. If tests fail, then the contractor will not be paid for materials and the contractor will pay in full for all testing on this project.
- C. Temporary traffic control shall be the responsibility of the contractor.
- D. The total tons per purchase order shall be used to determine the unit price for that item of work. A work order may be issued for a single Hale County project or there maybe multiple Hale County projects per work order.

*******NOTE***** NO RECYCLED ASPHALT SHINGLES ARE ALLOWED IN SURFACE MIX!!!!!!!!!!!!**

Hot asphalt plant mix {3/8”(9.5MM), 1/2”(12.5MM), and 3/4”(19MM) maximum aggregate sizes} in quantities as requested through November 30, 2021. Materials to be in compliance with Section 424 of the State of Alabama Highway Department Standard specifications for Highways and Bridges, 2018 Edition, with the exception that production mix volumetric testing/frequencies using Ndes samples are to be replaced with mix performance testing/frequencies using height compacted samples. ASTM D8225 (replacing the word “deformation” with “displacement” in Section 6.1.1) will be run at 77F to ensure average CT_{Index} values equal or exceed 50 at intermediate temperature to prevent cracking. Testing will be repeated at 122F on identically prepared samples to ensure average indirect tensile strength at high temperature equals or exceeds 17 psi to prevent rutting. Mix proportions necessary to satisfy performance results will be established via test strip. Mix performance testing will be run within the first 100 tons of shipped mix each day, and testing will be repeated if mix is still being shipped after 5 hours and the total shipped tonnage for the day exceeds 500. Failing results will necessitate retesting. A second set of failing results will necessitate a new test strip to reestablish mix proportions. All mixes (regardless of maximum aggregate size and placement layer) can contain up to 35 percent reclaimed and recycled material and specified virgin aggregate properties (with the exception of minimum bulk specific gravity, absorption, deleterious materials, LA abrasion, and carbonate stone limitations for coarse aggregates and minimum bulk specific gravity and sand equivalency for fine aggregates) may be waived provided all stockpiles meet the requirements of ALDOT-249 and mix performance testing results exceed minimum values. **In no case can recycled asphalt shingles be used in the mix.** Price per ton (less than 75 tons, from 75 to 249 tons, from 250 to 499 tons, from 500 to 999 tons, and 1000 tons or more) in place, including tack coat, on an existing roadway surface and leveling. Price to include all materials, labor, and equipment required to haul, spread, clean roadway and compact the asphalt material in place in compliance with applicable sections of the specifications.

BID SHEET

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
1	Hot Asphaltic Plant Mix (424). Wearing Surface, in place on primed road surface (less than 75 tons) 3/8" max aggregate	100 tons	per ton	
2	Hot Asphaltic Plant Mix (424). Wearing Surface, in place on primed road surface (75 tons to 249 tons) 3/8" max aggregate	100 tons	per ton	
3	Hot Asphaltic Plant Mix (424). Wearing Surface, in place on primed roadway surface (250 tons to 499 tons). 3/8" max aggregate	100 tons	per ton	
4	Hot Asphaltic Plant Mix (424). Wearing Surface, in place on primed road surface (500 tons to 999 tons) 3/8" max aggregate	100 tons	per ton	
5	Hot Asphaltic Plant Mix (424). Wearing Surface, in place on primed road surface (1000 tons or more) 3/8" max aggregate	100 tons	per ton	
6	Hot Asphaltic Plant Mix (424). Wearing Surface, in place including tack coat on existing roadway surface and leveling. (less than 75 tons) 3/8" max aggregate	100 tons	per ton	
7	Hot Asphaltic Plant Mix (424). Wearing Surface, in place including tack coat on existing roadway surface and leveling. (75 tons to 249 tons) 3/8" max aggregate	100 tons	per ton	
8	Hot Asphaltic Plant Mix (424). Wearing Surface, in place including tack coat on existing roadway surface and leveling. (250 tons to 499 tons). 3/8" max aggregate	100 tons	per ton	
9	Hot Asphaltic Plant Mix (424). Wearing Surface, in place including tack coat on existing roadway surface and leveling. (500 tons to 999 tons) 3/8" max aggregate	100 tons	per ton	
10	Hot Asphaltic Plant Mix (424). Wearing Surface, in place including tack coat on existing roadway surface and leveling. (1000 tons or more) 3/8" max aggregate	100 tons	per ton	
11	Hot Asphaltic Plant Mix (424). Leveling, in place including tack coat on existing roadway surface. (less than 75 tons) 3/8" max aggregate.	100 tons	per ton	
12	Hot Asphaltic Plant Mix (424). Leveling, in place including tack coat on existing roadway surface. (75 tons to 249 tons) 3/8" max aggregate	100 tons	per ton	

Bidder's Initials: _____

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
13	Hot Asphaltic Plant Mix (424). Leveling, in place including tack coat on existing roadway surface. (250 tons to 499 tons). 3/8" max aggregate	100 tons	per ton	
14	Hot Asphaltic Plant Mix (424). Leveling, in place including tack coat on existing roadway surface. (500 tons to 999 tons) 3/8" max aggregate	100 tons	per ton	
15	Hot Asphaltic Plant Mix (424). Leveling, in place including tack coat on existing roadway surface. (1000 tons or more) 3/8" max aggregate	100 tons	per ton	
16	Hot Asphaltic Plant Mix (424). Binder, in place on primed roadway surface (less than 75 tons)	100 tons	per ton	
17	Hot Asphaltic Plant Mix (424). Binder, in place on primed roadway surface (75 tons to 249 tons)	100 tons	per ton	
18	Hot Asphaltic Plant Mix (424). Binder, in place on primed roadway surface (250 tons to 499 tons).	100 tons	per ton	
19	Hot Asphaltic Plant Mix (424). Binder, in place on primed roadway surface (500 tons to 999 tons)	100 tons	per ton	
20	Hot Asphaltic Plant Mix (424). Binder, in place on primed roadway surface (1000 tons or more)	100 tons	per ton	
21	Hot Asphaltic Plant Mix (424). Binder, widening (less than 75 tons)	100 tons	per ton	
22	Hot Asphaltic Plant Mix (424). Binder, widening (75 tons to 249 tons)	100 tons	per ton	
23	Hot Asphaltic Plant Mix (424). Binder, widening (250 tons to 499 tons).	100 tons	per ton	
24	Hot Asphaltic Plant Mix (424). Binder, widening (500 tons to 999 tons)	100 tons	per ton	
25	Hot Asphaltic Plant Mix (424). Binder, widening (1000 tons or more)	100 tons	per ton	
26	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (less than 75 tons) on prime	100 tons	per ton	
27	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (75 to 249 tons) on prime	100 tons	per ton	

Bidder's Initials: _____

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
28	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM(1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (250 to 499 tons) on prime	100 tons	per ton	
29	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM(1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (500 to 999 tons) on prime	100 tons	per ton	
30	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (1000 tons or more) on prime	100 tons	per ton	
31	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM(3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (under 75 tons) on prime	100 tons	per ton	
32	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (75 to 249 tons) on prime	100 tons	per ton	
33	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (250 to 499 tons) on prime	100 tons	per ton	
34	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (500 to 999 tons) prime	100 tons	per ton	
35	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (100 tons or more) on prime	100 tons	per ton	
36	Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM (3/8") maximum aggregate size; Per attached Balanced Mix Design specifications (less than 75 tons) including tack coat on surface and leveling	100 tons	per ton	
37	Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM (3/8") maximum aggregate size; Per attached Balanced Mix Design specifications (75 to 249 tons) including tack coat on surface and leveling	100 tons	per ton	

Bidder's Initials: _____

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
38	Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM (3/8") maximum aggregate size; Per attached Balanced Mix Design specifications (250 to 499 tons) including tack coat on surface and leveling	100 tons	per ton	
39	Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM (3/8") maximum aggregate size; Per attached Balanced Mix Design specifications (500 to 999 tons) including tack coat on surface and leveling	100 tons	per ton	
40	Hot Asphaltic Plant Mix (Balanced Mix Design) 9.5 MM (3/8") maximum aggregate size; Per attached Balanced Mix Design specifications (1000 tons or more) including tack coat on surface and leveling	100 tons	per ton	
41	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (less than 75 tons) including tack coat on surface and leveling	100 tons	per ton	
42	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (75 to 249 tons) including tack coat on surface and leveling	100 tons	per ton	
43	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (250 to 499 tons) including tack coat on surface and leveling	100 tons	per ton	
44	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (500 to 999 tons) including tack coat on surface and leveling	100 tons	per ton	
45	Hot Asphaltic Plant Mix (Balanced Mix Design) 12.5 MM (1/2") maximum aggregate size; Per attached Balanced Mix Design Specifications (1000 tons or more) including tack coat on surface and leveling	100 tons	per ton	

Bidder's Initials: _____

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
46	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (under 75 tons) including tack coat on surface and leveling	100 tons	per ton	
47	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (75 to 249 tons) including tack coat on surface and leveling	100 tons	per ton	
48	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (250 to 499 tons) including tack coat on surface and leveling	100 tons	per ton	
49	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (500 to 999 tons) including tack coat on surface and leveling	100 tons	per ton	
50	Hot Asphaltic Plant Mix (Balanced Mix Design) 19 MM (3/4") maximum aggregate size; Per attached Balanced Mix Design Specifications (1000 tons or more) including tack coat on surface and leveling	100 tons	per ton	
51	Combination curb and gutter, Type M-2 (24"). Material to be in compliance with Section 623 of the State of Alabama Highway Department Standard Specifications for Highways and Bridges, 2018 Edition	100 lin. ft.	per lin. ft.	
52	Combination curb and gutter, Type M-2 (24"). Material to be in compliance with Section 623 of the State of Alabama Highway Department Standard Specifications for Highways and Bridges, 2018 Edition; (less than 200 ft).	100 lin. ft.	per lin. ft.	
53	Concrete curbing; Type A (6"). Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition.	100 lin. ft.	per lin. ft.	

Bidder's Initials: _____

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	BID PRICE	EXTENDED PRICE
54	Concrete curbing; Type A (6"). Material to be in compliance with Section 623 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition; (less than 200 ft.)	100 lin. ft.	per lin. ft	
55	Combination curb and gutter, Type M-2 (24"). Mix design shall be approved by County Engineer.	100 lin. ft.	per lin. ft	
56	Combination curb and gutter, Type M-2 (24"). Mix design shall be approved by County Engineer. (less than 200 ft.)	100 lin. ft.	per lin. ft	
57	Concrete curbing; Type A (6"). Mix design shall be approved by County Engineer.	100 lin. ft.	per lin. ft	
58	Concrete curbing; Type A (6"). Mix design shall be approved by County Engineer; (less than 200 ft.).	100 lin. ft.	per lin. ft	
59	Asphalt milling up to 2 inches deep	100 sq. yd.	per sq. yd.	
60	Asphalt milling up to 2-4 inches deep	100 sq. yd.	per sq. yd.	
61	701C-000. Broken Temporary Traffic Stripe (Paint)	10 miles	per mile	
62	701C-001. Solid Temporary Traffic Stripe (Paint)	10 miles	per mile	
63	703D-002. Temporary Traffic Control Markings (Paint)	100 sq. ft.	per sq. ft.	
64	210D-021. Borrow Excavation (Loose Truckbed Measurement)(A4 or Better)	100 cubic yd.	per cubic yd.	
65	212A-000. Machine Grading Shoulders	100 stations	per station	
66	210A-000. Unclassified Excavation	100 cubic yd.	per cubic yd.	

TOTAL BID AMOUNT _____

APPROXIMATE QUANTITIES are estimates of work to be done for the County. Roads and parking lots may be added.

Bidder's Initials: _____

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) _____

_____ **Business Address** _____

President

_____ **Business Address** _____

Secy. & Treas.

Attest: _____ **Incorporated in** _____

State

(Corporate Seal)

Bidder's Initials: _____

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

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 HALE 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
Hot Asphalt Plant Mix Bid

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)

Bidder's Initials: _____

Name of Corporation, Partnership, or Joint Venture:

(Name of Partnership, Joint Venture or Corporation)

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)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)

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

Bidder's Initials: _____

END OF PROPOSAL

Bidder's Initials: _____

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, Two Thousand _____, by and between the Hale County Commission a political subdivision of and Body Corporate in the State of Alabama, party of the first part (hereinafter called the County) and _____ party of the second part (hereinafter called Contractor):

WITNESSETH

WHEREAS, the County desires to complete Hot Asphalt Plant Mix Bid for the County, along various roads to be identified through Proceed Orders at a later date during the contract period, and the Contractor desires to furnish and deliver all the material and to do and perform all the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-02; and

WHEREAS, The County certifies the following source of funds and their availability for the County's obligations under this contract:

Source of Sufficient Funds

 X County Funds
 Grant Funds
 Other Funds _____

Availability of Funds

 X Above funds are held by Hale County at contract execution
 X Above funds will become available following contract execution

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 improvement and construction of Hot Asphalt Plant Mix Bid

Bidder's Initials: _____

for the County, along various roads to be identified through Proceed Orders at a later date during the contract period 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 Supplemental Specifications) prepared (or approved) by the Hale County Engineer, the originals of which are on file in the Office of the County Engineer of Hale County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.

2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of Title 39 and the Rebuild Alabama Act, Act No. 2019-02, when completed in accordance with the Provisions of this Contract, at the price as set forth in the said Proposal, payments made as provided in said Specifications upon presentation of the proper certificates of Hale County and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
3. The Contractor hereby agrees to commence work and complete any Proceed Order issued under this Contract.
4. 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 County Engineer of Hale County or his representatives.
5. The decision of the County Engineer of Hale County 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.
6. Under this item the term County shall include Hale County, the Hale County Commission, the officers, appointees, department heads, agents, and employees of the Hale County Commission

(A) 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 any work performed by the Contractor

pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

(B) INSURANCE: (See Proposal for additional details) The Contractor shall procure and maintain public liability insurance with a minimum of Three Million Dollars (\$3,000,000) coverage in form and substance as approved by County. The Contractor shall name the County as additional insured for claims arising out of the Contractor's and/or Subcontractor's work. The naming of the additional insured does not obligate the additional insured to pay any premiums due. A "Certificate of Insurance" shall be furnished to County and shall specify that such insurance is not subject to cancellation without prior written notice to County of at least thirty (30) days.

Contractor shall also provide to County a Certificate of Proof of Workmen's Compensation Insurance in form and substance acceptable to County. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the County.

Contractor shall provide Automobile Liability Insurance 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 the County as an Additional Insured. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

IN WITNESS WHEREOF, HALE COUNTY has caused these present to be executed by Toby Seay, CHAIRMAN of the HALE COUNTY COMMISSION AND

_____, THE CONTRACTOR,
(Name of Contractor)

has hereto set his/her hand and seal this day and year above written.

THE HALE COUNTY COMMISSION OF
HALE COUNTY, ALABAMA

By: _____
(Chairman, Hale County Commission)

Attest:

(SEAL)

(County Administrator)

Bidder's Initials: _____

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

ALABAMA CONTRACTOR’S LICENSE NUMBER: _____

By: _____ (Contractor’s Signature)	_____
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

By: _____ (Contractor’s Signature)	_____
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

By: _____ (Contractor’s Signature)	_____
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

I, _____, certify that I am the _____
(Name) (Title)
of the Corporation named as Contractor herein, that _____ who
(Name of person signing for contractor)
signed this Contract on behalf of the Contractor, was then _____ of
(Title of Person Signing)
said Corporation; that said contract was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporation by authority of its corporate powers.

(Corporate Seal)

STATE OF ALABAMA]
COUNTY OF _____]

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____
(Name of Person Signing Contract) (Title of Person Signing)
of _____ a corporation, is signed to the foregoing
(Name of Individual, Partnership, Joint Venture or Corporation)
instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the _____ day of _____, 20__.

NOTARY PUBLIC, _____ COUNTY, ALABAMA

(NOTARY SEAL)

My commission expires

STATE OF ALABAMA]
COUNTY OF _____]

I, _____, a Notary Public in and for said State and County, hereby certify that Toby Seay and _____, whose names as Chairman and Administrator, respectively, of the HALE COUNTY COMMISSION of HALE COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 20__.

NOTARY PUBLIC, HALE COUNTY, ALABAMA

My commission expires

INSTRUCTIONS FOR BONDS

1. The full name (given, initial, surname) and residence of each individual party to the Bonds must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bonds as individuals.
3. The State of Incorporation of each corporate party to bonds must be inserted in the first paragraph and the Bonds must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bonds must not be prior to the date of the Contract.

PERFORMANCE BON

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ hereinafter called the Principal, and
(Insert here the name & address of legal title of the Contractor)

(Insert here the name and address of legal title of one or more sureties)
hereinafter called the Surety or Sureties, are held and firmly bound unto the _____
County Commission, a political subdivision of and Body Corporate in the State of Alabama,
hereinafter called the Owner in the penal sum of _____ Dollars
(\$ _____) for the payment whereof the Principal and the Surety or Sureties
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____
(Date of Contract)
entered into a contract with the Owner for:

Hot Asphalt Plant Mix Bid

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and
shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and
agents from all cost and damage which he may suffer by reason of failure to do so, and shall
reimburse and repay the Owner all outlay and expense which the Owner may incur in making
good for any such default thence this obligation shall be null and void; otherwise, it shall remain
in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever
be brought on his Bond after twelve months from the day on which the final payment under the
Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and
agree that no change, extension of time, or addition to the terms of the Contract or to the work
to be performed thereunder of the Specifications thereof shall in any way effect their obligations
on this bond, and they do hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the contract, or to the work, or to the Specifications.

Bidder's Initials: _____

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, Joint Venture or Corporation)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(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

Bidder's Initials: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal, and _____
(Insert here the name & address of legal title of the Contractor)

_____ as Surety, are held and firmly
(Insert here the name and address of legal title of one or more sureties)

bound unto said _____ County Commission, a political subdivision of and body corporate
in the State of Alabama, hereinafter called the Oblige, in the penal sum of
_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum and truly to be made, we bind
ourselves, our heirs, personal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Oblige, dated
_____ 20____. (Hereinafter called the Contract) for
(Date of Contract)

Hot Asphalt Plant Mix Bid

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if
set out herein.

NOW, THEREFORE, The Condition of this Obligation is such that if the said Principal and all
subcontractors to whom any portion of the work in said contract is sublet and all assignees of
said Principal and of such subcontractors shall promptly make payments to all persons
supplying him or them with labor, materials, or supplies for or in the prosecution of the work
provided for in such Contract, or any amendment or extension of or addition to said Contract,
and for the payment of reasonable attorney's fees incurred by the successful claimant or
plaintiffs in suits or claims against the contractor arising out of or in connection with the said
contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in
the prosecution of the work provided for in said Contract shall have a direct right to
action against the Principal and Surety on this bond, which right of action shall be
asserted in a proceeding, instituted in the County in which the work provided for in said
Contract is to be performed or in any County in which said Principal or Surety does
business. Such right of action shall be asserted in a proceeding instituted in the name of
the claimant or claimants for his or their use and benefit against the Principal and Surety
or either of them (but not later than one year after the final settlement of said Contract
falls due) in which action such claim or claims shall be adjusted and judgment rendered
thereon.

Bidder's Initials: _____

(b)

PAYMENT BOND

Page 2 of 3

(b) The Principal and Surety hereby designate and appoint the Chairman of the County Commission of Hale County, County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition, as amended.

The remaining on this page is intentionally left blank.

Bidder's Initials: _____

PAYMENT BOND

Page 3 of 3

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, Joint Venture or Corporation)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
(Print Name)	_____
_____	(Print Name)
(Title)	_____
_____	(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

Bidder's Initials: _____