

PROPOSAL NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

**FOR THE CONSTRUCTION OF:  
*Escambia County Bituminous Surface Treatments Bid,  
2023-2024 Fiscal Year Bid No. 10***

**ESCAMBIA 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:  
*Escambia County Bituminous Surface Treatments Bid, 2023-2024 Fiscal Year Bid No. 10*

The specifications are hereto attached.

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

Raymond Wiggins  
Chairman and Purchasing Agent  
Escambia County Commission  
314 Belleville Avenue  
P.O. Box 848  
Brewton, Alabama 36427  
Phone: 251-867-0208

**BEFORE: 10:00 AM on Wednesday, April 17, 2024**

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

Bidder's Initials: \_\_\_\_\_

## NOTICE TO CONTRACTORS

Gentlemen:

Escambia County is accepting sealed bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the Escambia County Bituminous Surface Treatments Bid, 2023-2024 Fiscal Year Bid No. 10, 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 May 1<sup>st</sup> 2024 until September 30<sup>th</sup> 2024 covering any Proceed Orders issued by Escambia County during that time frame. This project will be eligible for a Certificate of Exemption as provided by ACT 2021-372. Once a proceed order is issued, the contractor shall have 5 days to submit the Form ST-EXC 1 to the County.

Sealed bids will be received by the Escambia County Commission at the Escambia County Courthouse until 10 AM Central Time on Wednesday, April 17th, 2024, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Escambia County Commission. Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word "BID" on the outside of the bid package along with Bid Proposal for Escambia County Bituminous Surface Treatments Bid, 2023-2024 Fiscal Year Bid No. 10, 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 edition of the Alabama Department of Transportation Standard Specifications (non-metric edition), and any Supplemental Specifications approved by the Escambia 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 72 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 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. Escambia County reserves the right to accept or reject all Bids or any portion thereof. Escambia County Hours of Operation are 8 A.M. to 4:00 P.M. (Central Time) from Monday through Friday. Please remit all Bids and Inquiries to Escambia County Commission, Raymond Wiggins, 314 Belleville Avenue, P.O. Box 848, Brewton, Alabama 36427, Phone: 251-867-0208.

Bidder's Initials: \_\_\_\_\_

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**BID PROPOSAL FOR:**  
*Bituminous Surface Treatments Bid, 2023-2024 Fiscal Year Bid No. 10*

To the Escambia County Commission:

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

10 (X) Working Days

NA ( ) Calendar Days

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

A certified check, drawn on an Alabama Bank, or bid bond, for \$10,000 made payable to the Escambia County Commission is enclosed as evidence of good faith. Within 15 days upon notification of bid award, the undersigned shall submit to Escambia County 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. Once a proceed order has been issued by the Escambia County, and before commencing any work under the bid, the low bidder shall provide a **performance bond** in the amount equal to 100% of the total estimated cost on any projects performed under this bid in accordance with the terms of the contract. In addition, before commencing any work under this bid, a **payment bond** shall also be provided by the low bidder in the amount of 50% of the total estimated cost on any projects performed under this bid.

The successful bidder shall be required to meet all post construction advertising requirements under the Rebuild Alabama Act, No. 2019-2 and Alabama Code Title 39. The undersigned shall submit the "Advertisement of Project Completion" to Escambia 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; This project will be eligible for a Certificate of Exemption as provided by ACT 2021-372. Once a proceed order is

Bidder's Initials: \_\_\_\_\_

issued, the contractor shall have 5 days to submit the Form ST-EXC 1 to the County. 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.

Bidder's Initials: \_\_\_\_\_

2023/2024 Fiscal Year Bid No. 10  
Bituminous Surface Treatments Bid

Raymond Wiggins  
Chairman and Purchasing Agent  
Escambia County, Alabama  
P.O. Box 848  
Brewton, Alabama 36427  
Phone: (251) 867-0208

March 27, 2024

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The Purchasing Agent of Escambia County, Alabama, is requesting sealed bids for purchase of the following items:

**BITUMINOUS SURFACE TREATMENTS BID**

NOTE: This bid will be effective beginning May 1, 2024 and ending September 30, 2024.

**SPECIFICATIONS:**

Specifications for materials and work performed shall meet the requirements set forth in the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction (latest edition), ALDOT Special and Standard Highway Drawings (latest edition), Special Provisions, and any additional Supplemental Specifications approved by the Escambia County Engineer.

Certified test reports are required for all furnished materials. The Escambia County Engineer may, at his discretion, direct additional testing and inspection of materials to confirm conformance with the specifications. The cost of such additional testing and inspection shall be at the expense of the vendor. If such testing and inspection reveals that the materials are not in conformance with the specifications, the cost of additional testing and inspections shall be at the expense of the vendor. The non-conforming materials shall be removed from the Escambia County job site and replaced with conforming materials, at no additional cost to Escambia County.

**SCOPE OF WORK:**

Scope of work for Bituminous Surface Treatments includes all labor, equipment, materials and incidentals required for placement of Bituminous Surface Treatments in compliance with applicable sections of the aforementioned specifications. Incidentals items shall include, but are not limited to, the following:

- Mobilization
- Construction Water
- Traffic Control, pilot car, construction signs, cones and ballast for cones.
- Quality Control Testing
- Thorough cleaning of underlying surface.

Bidder's Initials: \_\_\_\_\_

**CONTRACT DOCUMENTS:**

The contract documents for the Project include the following:

- A. Bid Book
  - a. Instructions to Bidders/ Bidding Requirements
  - b. Unit Price Bid Schedule
  - c. Acknowledgement of Addenda
- B. Contract
- C. Exhibits
  - a. Insurance Requirements
  - b. Bid Bond
  - c. Payment Bond
  - d. Performance Bond

**REQUIREMENTS:**

1. The successful bidder shall furnish to the Escambia County Engineer's Office a unit price per square yard in-place for the following Bituminous Surface Treatments:

<u>DESCRIPTION</u>	<u>UNIT</u>
401A Bituminous Surface Treatments	SQYD
401B Double Layer, Bituminous Surface Treatments (w/ Polymer Additive)	SQYD
409A Triple Layer, Bituminous Surface Treatments	SQYD

The range of quantities for in-place Bituminous Surface Treatments are:

- 0 to 9,999 SQ YD
- 10,000 to 19,999 SQ YD
- 20,000 to 29,999 SQ YD
- 30,000 to 39,999 SQ YD
- 40,000 to 49,999 SQ YD
- Greater than 50,000 SQ YD

2. The bid is intended to be for road projects only to include previously prepared bases or existing paved surfaces.
3. The total square yards per work order for each item of work shall be used to determine the unit price for that item of work. A work order may be issued for a single road or there may be multiple roads per work order.
4. Bituminous Material Price Adjustment will apply to this bid with March 2024 being the base index month.
5. The orders for Bituminous Surface Treatments shall be placed by the Escambia County Engineer at various times within the effective dates of the bid documents and shall be placed on any road in Escambia County at no additional cost.
6. Machine grading shoulders, widening, leveling, roadbed process, or any road preparation shall be completed by others, under separate bid, prior to any bituminous surface Treatments installation.

Bidder's Initials: \_\_\_\_\_

**CONTRACT DURATION:**

This contract shall be in effect for five (5) months from May 1, 2024 through September 30, 2024 with an option to extend an additional twelve (12) months if requested by Escambia County, and agreed upon by vendor. The second, 12-month contract, would begin October 1, 2024 and end September 30, 2025.

**CONSTRUCTION SCHEDULE REQUIREMENTS:**

1. Bituminous Surface Treatments on prepared subgrade - Contractor will place Bituminous Surface Treatments within 7-days from notice.
  - a. After 7 calendar days there will be a 10% reduction in prices
  - b. After 14 calendar days there will be 15% reduction in prices
  - c. After 21 calendar days there will be 20% reduction in prices
2. Bituminous Surface Treatments on in-place asphalt - Contractor will place Bituminous Surface Treatments within 15-days from notice.
  - a. After 15 calendar days there will be a 10% reduction in prices
  - b. After 30 calendar days there will be 15% reduction in prices
  - c. After 45 calendar days there will be 20% reduction in prices

**TAX EXEMPT:**

Escambia County is tax exempt from Alabama sale and use tax; therefore, taxes shall not be included in bid proposal.

We hereby affirm we have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding otherwise.

Company Name: \_\_\_\_\_

Bidder Name (print): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Bidder's Initials: \_\_\_\_\_

**All bidders shall be licensed in the State of Alabama. Proof of licensure must be submitted with bid.**

**A certified check drawn on an Alabama Bank, or bid bond, for \$10,000.00 is required to be submitted with all bids.**

Once a proceed order has been issued by Escambia County, and before commencing any work under this bid, the low bidder shall provide a **performance bond** in the amount equal to 100% of the total estimated cost on any projects performed under this bid in accordance with the terms of the contract. In addition, before commencing any work under this bid, a **payment bond** shall also be provided by the low bidder in the amount of 50% of the total estimated cost on any projects performed under this bid.

The successful bidder shall submit all insurance requirements as previously stated. Escambia County Commission shall also be named as an additional insured on all insurance policies previously referenced for the duration of any projects performed under this bid.

**E-VERIFY REQUIREMENT:** In accordance with the Code of Alabama, 1975 as amended, §31-13-9, the successful bidder, “shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall attest to such, by sworn affidavit signed before a notary.” Additionally, the business entity “shall provide documentation establishing that [it] is enrolled in the E-Verify program” and that during the contract period, it “shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.” This section shall also apply to subcontractors. The successful bidder shall provide proof of enrollment in the E-Verify program **before** receiving a contract.

Upon request, Test Reports shall be submitted on all materials before payment will be made. The contractor shall furnish flagman and portable traffic control devices (or other method approved by the County Engineer) in accordance with the current revision of the Manual of Uniform Traffic Control Devices (MUTCD).

Bidder's Initials: \_\_\_\_\_



This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law, and/or Alabama Code Title 41, the Alabama Competitive Bid 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.

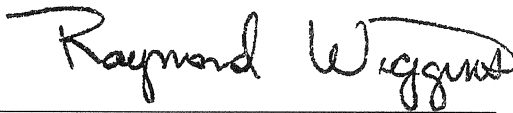
Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be sealed and marked as instructed in the bid request packet.

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, and 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 bids should be sealed with the subject matter marked plainly on outside of envelope. They should be addressed to Raymond Wiggins, Purchasing Agent, and P.O. Box 848, Brewton, Alabama 36427. Physical address is 314 Belleville Avenue, Brewton, Alabama 36426. They should be delivered to him or mailed in time to reach him on or before **10:00 A.M., Wednesday, April, 17, 2024**. All bids will be opened and considered at this time by the Purchasing Agent in the County Commission Chamber Room in the Escambia County Courthouse in Brewton, Alabama.

Further information concerning said bid can be obtained by contacting Raymond Wiggins, Purchasing Agent, Escambia County, Alabama.

All factors contained in each invitation package will be evaluated in determining the successful bidder and any omission of, or deviations from, the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality or immaterial noncompliance in bids, and to accept, in whole or in part, such bid or bids solely at its discretion.



Raymond Wiggins, Chairman and Purchasing Agent

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: \_\_\_\_\_

**BITUMINOUS SURFACE TREATMENTS BID**  
**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	Unit	Unit Price
	<b>401A-006 Bituminous Treatment "G"</b>		
1	401A-006 0 to 9,999 SQ YD	SQ YD	_____
2	401A-006 10,000 to 19,999 SQ YD	SQ YD	_____
3	401A-006 20,000 to 29,999 SQ YD	SQ YD	_____
5	401A-006 30,000 to 39,999 SQ YD	SQ YD	_____
5	401A-006 40,000 to 49,999 SQ YD	SQ YD	_____
6	401A-006 Greater than 50,000 SQ YD	SQ YD	_____
	<b>401A-013 Bituminous Treatment "JG"</b>		
7	401A-013 0 to 9,999 SQ YD	SQ YD	_____
8	401A-013 10,000 to 19,999 SQ YD	SQ YD	_____
9	401A-013 20,000 to 29,999 SQ YD	SQ YD	_____
10	401A-013 30,000 to 39,999 SQ YD	SQ YD	_____
11	401A-013 40,000 to 49,999 SQ YD	SQ YD	_____
12	401A-013 Greater than 50,000 SQ YD	SQ YD	_____
	<b>401B-118 Bituminous Treatment "GD"</b>		
13	401B-118 0 to 9,999 SQ YD	SQ YD	_____
14	401B-118 10,000 to 19,999 SQ YD	SQ YD	_____
15	401B-118 20,000 to 29,999 SQ YD	SQ YD	_____
16	401B-118 30,000 to 39,999 SQ YD	SQ YD	_____
17	401B-118 40,000 to 49,999 SQ YD	SQ YD	_____
18	401B-118 Greater than 50,000 SQ YD	SQ YD	_____
	<b>409A-001 Triple Layer Bituminous Treatment</b>		
19	409A-001 0 to 9,999 SQ YD	SQ YD	_____
20	409A-001 10,000 to 19,999 SQ YD	SQ YD	_____
21	409A-001 20,000 to 29,999 SQ YD	SQ YD	_____
22	409A-001 30,000 to 39,999 SQ YD	SQ YD	_____
23	409A-001 40,000 to 49,999 SQ YD	SQ YD	_____
24	409A-001 Greater than 50,000 SQ YD	SQ YD	_____

## **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 Escambia County, Alabama (CCEC) 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 CCEC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCEC for prior approval.

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

### **Worker's Compensation and Employers Liability**

1. Statutory Benefits as required by the State of Alabama
2. Employers Liability
  - i. Each Accident - \$3,000,000
  - ii. Each Employee - \$3,000,000
  - iii. Policy Limit - \$3,000,000
3. 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.
4. 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.
  - i. Bodily Injury by accident (each accident) - \$3,000,000
  - ii. Bodily Injury by disease (aggregate) - \$3,000,000

Bidder's Initials: \_\_\_\_\_

**Commercial General Liability**

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

1. Projects:
  - i. Each Occurrence - \$3,000,000
  - ii. Personal and Advertising Injury - \$3,000,000
  - iii. Products/completed - \$3,000,000
  - iv. Operation Aggregate - \$3,000,000
  - v. General Aggregate - \$3,000,000
2. Coverage to include:
  - i. Premises and operations
  - ii. Personal Injury and Advertising Injury
  - iii. Independent Contractors
  - iv. Blanket Contractual Liability
  - v. Explosion, Collapse and Underground hazards
  - vi. Broad Form Property Damage
  - vii. Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
  - viii. 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 CCEC, 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 CCEC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

**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 CCEC its officers, appointees, employees, and agents as an Additional Insured.

**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.

Bidder's Initials: \_\_\_\_\_

**Indemnification and Liability**

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

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 the **ESCAMBIA COUNTY COMMISSION**, a Political Subdivision of and Body Corporate in the State of Alabama as Oblige, 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

***Bituminous Surface Treatments 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: \_\_\_\_\_



**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 Escambia County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, 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 Obligee, dated

\_\_\_\_\_ 20\_\_\_. (Hereinafter called the Contract) for

(Date of Contract)

**Bituminous Surface Treatments 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.

(b) The Principal and Surety hereby designate and appoint the Chairman of the Escambia County Commission, Escambia 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 remainder of this page is intentionally left blank.

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)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(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**

**PERFORMANCE BOND**

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 Escambia 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:

**Bituminous Surface Treatments 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.

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)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
  
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(Title)

By: \_\_\_\_\_  
(Contractor's Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(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