



Rebuild Alabama Covington County



INVITATION TO BID BITUMINOUS SURFACE TREATMENTS BID COVINGTON COUNTY

Covington County is accepting sealed bids for the labor, equipment, materials, and any incidentals required to complete the work for this **Annual Bituminous Surface Treatments Bid** and additional roadway construction items listed in the Unit Price Bid Schedule.

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.

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. 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.

SUBMISSION OF BIDS

Sealed bids will be received at the office of the Covington County Commission located at 260 Hillcrest Drive, Andalusia, AL 36420 or by mail at P.O. Box 188, Andalusia, AL 36420 until **3PM on Thursday, April 10, 2025** and then publicly opened as soon thereafter as practicable.

All bids must be sealed and clearly marked on the outside of the envelope **“BID FOR BITUMINOUS SURFACE TREATMENTS”**, as well as the bid date and the Alabama General Contractors License Number.

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will *not* be considered. Only information contained on the attached Bid Submittal Form and in the specifications will be considered in evaluating bids. Facsimiles and e-mails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the County Administrator office prior to the bid opening. Bids received after the deadline will not be accepted.

BID AWARD

The Covington County Commission will award the bid at their next regularly scheduled meeting following the bid opening. The County reserves the right to accept or reject all Bids or any portion thereof.

BID DOCUMENTS

Bid Documents are on file and may be acquired at the Covington County Engineering Department located at 201 Hillcrest Drive, Andalusia, AL 36420, Monday through Thursday from 6:30 AM to 5:00 PM.

**INSTRUCTIONS TO BIDDERS/BIDDING REQUIREMENTS
ANNUAL BITUMINOUS SURFACE TREATMENTS BID
COVINGTON COUNTY**

- 1.1 Invitation - Covington County is accepting sealed bids from qualified contractors for the labor, equipment, materials and incidentals required to complete the work for this Annual Bituminous Surface Treatments Bid as detailed in paragraph 1.3 and further defined in the Contract Documents.

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 of 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. 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.

1.1.1 Contact Information

Awarding Authority: Covington County Commission
260 Hillcrest Drive
Andalusia, AL 36420
(334)-428-2600

Engineer: Covington County Engineer
Lynn Ralls, P.E.
201 Hillcrest Drive
Andalusia, AL 36420
(334)-428-2620

- 1.1.2 Bid Document Availability – Bid Documents will be available at the County Engineers Office on **Thursday, March 20, 2025.**
- 1.1.3 Bidder Questions – Bidder questions will be received until **3:00 PM, Thursday, March 27, 2025.** All questions are to be submitted in writing via email to **ron.weidler@covcounty.com**.
- 1.1.4 Response to Bidder Questions – A response to Bidder Questions will be issued no later than **Thursday, April 3, 2025.**
- 1.1.5 Contact Regarding Bids and Invitation - Contact initiated by a potential bidder with any county official or county employee shall only be as specifically set out in these Instruction to Bidders. Any questions related to the bid shall be directed to County Engineers Office staff in writing under the procedures set out herein. There shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award. Any contact other than as set out herein shall

be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

- 1.1.6 Sealed Bids will be received at the office of the Covington County Commission located at 260 Hillcrest Drive, Andalusia, AL 36420 or by mail at P.O. Box 188, Andalusia, AL 36420 until **3PM on Thursday, April 10, 2025** and then publicly opened as soon thereafter as practicable.

The term “Bid” shall mean the “Bid Book” which includes the following documents:

- (a) Instructions to Bidders/Bidding Requirements
- (b) Bid Form
- (c) Unit Price Schedule(s)
- (d) Acknowledgment of Addenda

No bid shall be considered complete unless the entire Bid Book is submitted on the date and time specified. Any omissions of 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 in bids, and to accept in whole or in part such bid or bids solely at its discretion.

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will *not* be considered. Only information contained on the attached Bid Submittal Form and in the specifications will be considered in evaluating bids. Facsimiles and e-mails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the County Administrator’s office prior to the bid opening. Bids received after the deadline will not be accepted.

- 1.1.7 Bid Award - The Covington County Commission will award the bid at their next regularly scheduled meeting following the bid opening. The County reserves the right to accept or reject all Bids or any portion thereof.
- 1.1.8 Scope of Work for bituminous surface treatment includes all labor, equipment, materials and incidentals required for the placement of Bituminous Surface Treatments in compliance with applicable sections of the specifications. The following items shall be considered incidental to the work:
- Mobilization
 - Construction Water
 - Traffic Control, pilot car, construction signs, cones and ballast for cones.
 - Quality Control Testing
 - Thorough cleaning of underlying surface.

1.3 Contract Documents

- 1.3.1 The Contract Documents for the Project include the following:

- a) Bid Book
 - a. Instructions to Bidders/Bidding Requirements
 - b. Bid Form
 - c. Unit Price Bid Schedule
 - d. Acknowledgment of Addenda

b) Contract

c) Exhibits

- a. Bid Bond
- b. Payment Bond
- c. Performance Bond

- 1.4 Specifications - All bid items shall be placed in accordance with the current edition of the Alabama Department of Transportation Standard Specifications (non-metric edition), Special Provisions, Supplemental Specification contained herein and any additional Supplemental Specifications approved by the Covington County Engineer.

Certified test reports are required for all furnished materials. The 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 in non-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 Covington County job site and replaced with conforming materials, at no additional cost to Covington County.

1.5 Requirements

- 1.5.1 The successful bidder shall furnish to the Covington County Engineer's Office a unit price per square yard in-place for the following Bituminous Surface Treatment(s):

<u>Description</u>	<u>Unit</u>
401 (A) Bituminous Surface Treatment	SQ YD
401 (B) Double Layer, Bituminous Surface Treatment (w/ Polymer Additive)	SQ YD
409 (A) Triple Layer, Bituminous Treatment	SQ YD

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

- Option (A) 0 to 10,000 SQ YD
- Option (B) 10,000 to 19,999 SQ YD
- Option (C) 20,000 to 29,999 SQ YD
- Option (D) 30,000 to 39,999 SQ YD
- Option (E) 40,000 to 49,999 SQ YD
- Option (F) Greater than 50,000 SQ YD.

The bid is intended to be for road projects only to include previously prepared bases or existing paved surfaces.

- 1.5.2 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.
- 1.5.3 Bituminous Material Price Adjustment will apply to this Bid.
- 1.5.4 The orders for Bituminous Surface Treatments shall be placed by the Covington County Engineer at various times within the effective dates of the bid documents.

1.5.5 The placement shall be made by the successful bidder to various project locations within Covington County at no additional cost.

1.5.6 Machine Grading Shoulders shall be started before any future paving operations may begin.

2.0 Bidding Requirements and Conditions

2.0.1 Awarding Authority - 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 in considering the disqualification of a bidder 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.

2.1 Contract Duration

This contract shall be in effect for 12-months with an option to extend if requested by Covington 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. Covington County may at any time cancel the contract by submitting a 30-day notice in writing to the contractor.

2.2 Construction Schedule Requirements

a.) Bituminous Surface Treatments on prepared subgrade - Contractor will place Bituminous Surface Treatment within 7-days from notice.

1. After 7 calendar days there will be a 10% reduction in prices.
2. After 14 calendar days there will be a 15% reduction in prices.
3. After 21 calendar days there will be a 20% reduction in prices.

b.) Bituminous Surface Treatments on in-place asphalt - Contractor will place asphalt within 15 calendar days from notice.

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.

2.3 Tax Exempt - Covington County is a tax exempt from Alabama sale and use tax therefore taxes shall not be included in bid proposal.

2.4 Insurance Requirements

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Covington County Commission 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 Covington County Commission. Self-insured plans and/or group funds not having an A.M. best rating must be submitted to the Covington County Commission for prior approval.

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

2.4.1 Worker's Compensation and Employers Liability

A.) Part One: Statutory Benefits as required by the State of Alabama

B.) Part Two: Employers Liability

Each Accident	\$3,000,000
Each Employee	\$3,000,000
Policy Limit	\$3,000,000

C.) 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.

D.) 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

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

A.) Projects

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/completed (Operation Aggregate)	\$3,000,000
General Aggregate	\$3,000,000

B.) 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 Covington County Commission, 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 Covington County Commission, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

2.4.3 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 Covington County Commission its officers, appointees, employees, and agents as an

Additional Insured.

2.4.4 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.

2.4.4.1 Indemnification and Liability - Under this section the term County shall include Covington County, the Covington County Commission, the officers, appointees, department heads, agents, and employees of the Covington 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.

2.4.5 Waiver of Subrogation - The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Covington County Commission, its officers, appointees, employees, and agents.

2.4.6 Certificate of Insurance - A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Covington County Commission 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 Covington County Commission.

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.

BITUMINOUS SURFACE TREATMENTS
UNIT PRICE SCHEDULE

ITEM	DESCRIPTION	Unit	Unit Price
1	210D-021 Borrow Excavation (Loose Truckbed Measurement) (A4 or Better)	CU YD	_____
2	212A-000 Machine Grading Shoulders (Completed for each Individual Purchase Order)	STATION	_____
	401A-006 Bituminous Treatment "G"		_____
3	401A-006 Option A	SQ YD	_____
4	401A-006 Option B	SQ YD	_____
5	401A-006 Option C	SQ YD	_____
6	401A-006 Option D	SQ YD	_____
7	401A-006 Option E	SQ YD	_____
8	401A-006 Option F	SQ YD	_____
	401A-013 Bituminous Treatment "JG"		_____
9	401A-013 Option A	SQ YD	_____
10	401A-013 Option B	SQ YD	_____
11	401A-013 Option C	SQ YD	_____
12	401A-013 Option D	SQ YD	_____
13	401A-013 Option E	SQ YD	_____
14	401A-013 Option F	SQ YD	_____
	401B-118 Bituminous Treatment "GD"		_____
15	401B-118 Option A	SQ YD	_____
16	401B-118 Option B	SQ YD	_____
17	401B-118 Option C	SQ YD	_____
18	401B-118 Option D	SQ YD	_____
19	401B-118 Option E	SQ YD	_____
20	401B-118 Option F	SQ YD	_____
	409A-001 Triple Layer Bituminous Treatment		_____
21	409A-001 Option A	SQ YD	_____
22	409A-001 Option B	SQ YD	_____
23	409A-001 Option C	SQ YD	_____
24	409A-001 Option D	SQ YD	_____
25	409A-001 Option E	SQ YD	_____
26	409A-001 Option F	SQ YD	_____
27	701A-231 Solid White, Class 2, Type A Traffic Stripe	MILE	_____
28	701A-235 Solid Yellow, Class 2, Type A Traffic Stripe	MILE	_____
29	701A-245 Broken Yellow, Class 2, Type A Traffic Stripe	MILE	_____
30	701C-000 Broken Temporary Traffic Stripe	MILE	_____
31	701C-001 Solid Temporary Traffic Stripe	MILE	_____
32	703A-002 Traffic Control Markings, Class A, Type A	SQ FT	_____
33	703D-002 Temporary Traffic Control Markings	SQ FT	_____

**BID FORM
BITUMINOUS SURFACE TREATMENTS BID
COVINGTON COUNTY, ALABAMA**

Company Name: _____

Address: _____

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

Alabama General Contractors License Number: _____

Bid Submitted by: _____
(Name of company representative)

Title: _____

e-mail address: _____

Phone: _____

1. ACKNOWLEDGEMENT

The undersigned having carefully examined the Bid Documents for the BITUMINOUS SURFACE TREATMENTS BID; hereby proposes and agrees to furnish all labor, equipment, materials and other costs necessary to complete the construction of the Work for the above Project in strict conformity with said Documents and any Work specified in Addenda for the Unit Price Costs and terms as described below.

2. UNIT PRICE BID

The undersigned has included the Unit Price Bid Schedule with the submission of this bid package.

2.1 BONDS

The undersigned agrees, if awarded contract, and if so directed by County, to deliver to the County within 10 calendar days after signing the contract, a satisfactory Performance Bond and Payment Bond on the included form or an alternate acceptable to County. The cost of such Bond will be billed as a reimbursable item at cost.

2.2 CERTIFICATES OF INSURANCE

The undersigned agrees, if awarded contract, to deliver to the County certificates of insurance along with the executed contract. The certificates of insurance shall be acceptable to the County and indicate the minimum coverages set forth in the Instructions to Bidders.

2.3 BID PROPOSALS AND CONTRACT

The undersigned understands that the preparation and submission of this Proposal and other quotations herein contained does not obligate the County in any way; and that the County assumes no obligation to enter into a contract for the work.

2.4 PROPOSED SUBCONTRACTS

In preparing this Bid, the Bidder anticipates using the following Subcontractors in order to complete this Work:

1. _____
2. _____
3. _____

2.5 THE UNDERSIGNED CERTIFIES

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.

That he understands the specifications, scope of the work, and sample contracts provided relating to this Project.

That he has the equipment, technical ability, personnel, and facilities to construct the Project in accordance with the specifications.

In submitting this bid, the bidder agrees the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest.

FIRM NAME: _____

BIDDERS SIGNATURE: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

STATE OF INCORPORATION: _____
(CORPORATE SEAL)

NOTARY: _____

COMMISSION EXPIRES: _____
(SEAL)

END OF SECTION

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 **COVINGTON 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)

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.

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, Two Thousand _____, by and between the Covington 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 Bituminous Surface Treatments Bid for the County, along various roads to be identified through Purchase 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 Covington 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 perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of Bituminous Surface Treatments Bid

for the County, along various roads to be identified through Purchase Orders at a later date during the contract period in strict and entire conformity with the provisions of the Contract, the Instructions to Bidders, the Proposal, the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by the Covington County Engineer, the originals of which are on file in the Office of the County Engineer of Covington County, and which said Plans and Specifications, Instructions to Bidders, 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 Covington 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 Purchase 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 Covington County or his representatives.
5. The decision of the County Engineer of Covington 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 Covington County, the Covington County Commission, the officers, appointees, department heads, agents, and employees of the Covington 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 Instructions to Bidders 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, COVINGTON COUNTY has caused these present to be executed by

_____, CHAIRMAN of the COVINGTON COUNTY COMMISSION AND

_____, THE CONTRACTOR,

(Name of Contractor)

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

THE COVINGTON COUNTY COMMISSION OF
COVINGTON COUNTY, ALABAMA

By: _____
(Chairman, Covington County Commission)

Attest:

(SEAL)

(County Administrator)

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

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

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)

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 _____ and _____, whose names as Chairman and Administrator, respectively, of the COVINGTON COUNTY COMMISSION of COVINGTON 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, COVINGTON COUNTY, ALABAMA

My commission expires

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 Covington 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 Covington County Commission, Covington 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)	_____
_____	(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

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 Covington 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)	_____
_____	(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

END OF PROPOSAL

Bidder's Initials: _____