



# Rebuild Alabama Bid Advertisement



## Escambia County

Escambia County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for **ECB-HPW-26-03 – Resurfacing Odom Circle, CR 37 (Middle Creek Rd), CR 51 (Old Ranch Rd from Panther Creek northerly to end of pavement), and CR 73 (Grapefarm Rd from Damascus Rd northerly to end of pavement) – Total Length Approx. 6.2 Miles.** This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not.

The entire project shall be completed in 30 working days.

Cashier's check or bid bond for 5% of bid (maximum - \$10,000.00) made payable to the Escambia County Commission must accompany each bid as evidence of good faith. Bids will not be considered unless the bid bond form provided in the proposal is used.

Sealed bids will be received by the Escambia County Commission at 1 Henderson St., Suite 4, Brewton, AL 36426 until 10:00 AM Central Time on **May 7, 2026**, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Escambia County Commission.

Specifications are on file and may be acquired at the Escambia County Engineering Department, 1 Henderson St., Suite 4, Brewton, AL 36426, Alabama.

Phone Number: (251) 867-0236

Escambia County Hours of Operation are 8:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 4:00 P.M. (Central Time) from Monday through Friday.

County reserves the right to reject any and all Bids or any portion thereof.



# County Rebuild Alabama Fund ACEA Project Specific Contract



\_\_\_\_\_, 2026

**FOR THE CONSTRUCTION OF  
ESCAMBIA COUNTY PROJECT NO.**

**ECB-HPW-26-03**

**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 constructing: **ECB-HPW-26-03 – Resurfacing Odom Circle, CR 37 (Middle Creek Rd), and CR 51 (Old Ranch Rd from Panther Creek northerly to end of pavement) and CR 73 (Grapefarm Rd from Damascus Rd northerly to end of pavement)**

**Total Length Approx. 6.2 Miles**

The specifications are hereto attached.

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

Escambia County Commission  
1 Henderson St., Suite 4  
Brewton, AL 36426

Phone: (251) 867-0236

**BEFORE: 10:00 AM ON May 7, 2026**

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



# County Rebuild Alabama Fund ACEA Project Specific Contract



## **INSTRUCTIONS TO BIDDER**

### 1. PREPARATION OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty/bid bond forms shall be suitably filled in.

### 2. LABOR AND MATERIALS NOT TO BE FURNISHED BY ESCAMBIA COUNTY, ALABAMA:

The County Commission of Escambia County, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract.

### 3. SIGNATURE TO BIDS:

Each bid must give the full business address of the Bidder and must be signed by the Bidder with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the County Commission of Escambia County, Escambia County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

### 4. BIDS FOR ALL OR PART:

Each project will be bid separately unless otherwise expressly requested in the Proposal. Combination bids, that are bids on separate projects lumped together as a single bid or on all or none bid or on all or none basis, will not be accepted unless the Proposal expressly requests or permits same.

### 5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.



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## 6. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract.

Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement of invitation.

## 7. CORRECTIONS:

Erasures, white-outs, or other changes in the bids must be initialed by the bidder.

## 8. OWNER:

Where the word "Owner" appears herein, the same refers to Escambia County, Alabama, and includes the County Commission of Escambia County, its governing body.

## 9. GUARANTY, BONDS AND INSURANCE:

Security is required to ensure the execution of Contract and for performance of the services, and no bid will be considered unless it is so guaranteed. The bidder must furnish with his bid a bid bond or cashier's check drawn on an Alabama bank in the amount of 5% of his bid price, but in no event more than ten thousand dollars (\$10,000.00) payable to County Commission, of Escambia County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of Escambia County Commission as liquidated damages upon failure of the successful bidder to execute the written contract and furnish the performance bond, payment bond, and insurance coverages as hereinafter required, within fifteen (15) consecutive calendar days following written notice of the award of the Contract unless an extension is granted, in writing, by an authorized representative of Escambia County, Alabama.

## 10. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies.

## 11. MARKING AND MAILING BIDS:

Bids, with their guarantee, must be securely sealed in suitable envelopes, addressed and marked on the outside "County Commission of Escambia County, Bids for ECB-HPW-26-03, to be opened 10:00am May 7, 2026."

(List Project Number, Alabama General Contractor License Number and Names on envelope.)



# County Rebuild Alabama Fund ACEA Project Specific Contract



## 12. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid may be received and considered. No responsibility will attach to Escambia County or the County Commission for the premature opening of a bid not properly addressed or identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

## 13. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

## 14. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

## 15. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsive and responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

## 16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The County Commission of Escambia County reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.



# County Rebuild Alabama Fund ACEA Project Specific Contract



## 17. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

## 18. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

## 19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

## 20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the County, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 30 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the County for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Engineer, as in the case of an employee.

## 21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least 72 hours in advance of beginning work and at least 24 hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should prosecution of the work be discontinued by the Contractor with the consent of the Engineer, the Contractor shall give the Engineer at least 48-hour notice in writing before resuming operations.



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- (b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will require that additional forces and equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work at satisfactory level, the Engineer may withhold all estimates which are or may become due until satisfactory quality and progress are maintained; or the contract may be annulled.



# County Rebuild Alabama Fund ACEA Project Specific Contract



## PROPOSAL FOR PROJECT NO. ECB-HPW-26-03 ESCAMBIA COUNTY, ALABAMA

TO: The County Commission of Escambia County, Alabama

The following proposal is made on behalf of \_\_\_\_\_ and no others. Evidence of authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation. This bid offering is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the Escambia County Commission at 1 Henderson St., Suite 4, Brewton, AL 36426 until 10:00AM Central Time on May 7, 2026 and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Escambia County Commission.

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.

The undersigned certifies that he or she has carefully examined the plans for this project and the specifications hereto attached including the special provisions and have also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

The undersigned further agrees to complete all the work in:

### **THIRTY (30) WORKING DAYS**

as defined in the current revision of the Alabama Department of Transportation Standard Specifications. Each project shall designate the number of working days or calendar days allowed. Should the undersigned fail to complete the project or projects awarded 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.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit price bid, subject to adjustments as specified in Section 104 of the Alabama Department of Transportation Standard Specifications for Highway Construction 2018, non-metric edition. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.



# County Rebuild Alabama Fund ACEA Project Specific Contract



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

The undersigned further proposes to begin the work within fifteen (15) days of receiving the Proceed Order should he/she be awarded the bid and to complete the work within the time specified.

Enclosed is a cashier's check, drawn on an Alabama bank, or a bidder's bond, payable to Escambia County, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars (\$10,000.00), as a bid guaranty. The undersigned hereby agrees that in case of his/her failure to execute a Contract and furnish the Performance Bond, the Payment Bond, and a certificate of insurance coverage as specified within fifteen (15) days after notice of award, the awarding authority shall retain from the proposed guaranty if it be a cashier's check, or recover from the principal or the sureties if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the full amount of the proposal of the next lowest responsible bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It is understood that in case the work is not awarded to the undersigned, the check will be returned as provided in the Specifications hereto attached. The bidder's bond shall be prepared on the form attached to this proposal and issued by a surety company authorized to do business in the State of Alabama.

Upon notification of award of the bid, the undersigned, within fifteen (15) days, proposes to furnish a Performance Bond equal to 100% of the total amount of the bid and a Payment Bond equal to 50% of the total amount of the bid to Escambia County. The undersigned also proposes to furnish a certificate of insurance coverage in the amounts specified in this proposal.

The undersigned shall submit the Advertisement of Project Completion to Escambia County immediately following the completion and acceptance of all work required. 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.

The undersigned shall give notice of the project completion by advertising for four consecutive weeks in a newspaper of general circulation published within the city of county where the work has been performed.

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, shall be provided under this contract.**



# County Rebuild Alabama Fund ACEA Project Specific Contract



## BID ITEMS

**PROJECT NO: ECB-HPW-26-03**

The following items shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 non-metric edition, except as modified herein.

## NOTES:

1. The following unit prices shall include all labor, materials, equipment, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids or portion thereof.
3. Traffic Control (scheme, signage, flagging, etc.) shall be included as a subsidiary cost to Item No. 600A-000.
4. The edge of pavement is to be cleared of existing grass and debris prior to resurfacing. The amount cleared shall not exceed the amount of resurfacing completed each day. Cost to be a subsidiary obligation of Item No. 600A-000.
5. Existing pavement at the beginning and end of project and at any bridge ends shall be cold-planned to provide a depth required to place the wearing layer.
6. Intersections, turnouts, and drives shall be feathered 2 foot beyond the edge of pavement or as directed by the Engineer.
7. The contractor shall complete paving operations on one road before beginning paving operations on another road.
8. The Base Index Month for Bituminous Material Price Adjustments shall be **April 2026**.
9. Request for Information (RFI's) are due no later than EOB May 1, 2026. A response to all RFI's will be provided no later than May 5, 2026.
10. A pre-construction conference is required. The date will be determined at notification of award.
11. Bidders are encouraged to visit job site(s) before bidding.

**BID FOR ODOM CIR**

Item No.	Description	Quantity	Unit	Unit Price	Extension
405A-000	TACK COAT	610	GALLON		
424A-346	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	560	TON		
600A-000	MOBILIZATION	1	LUMP SUM		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	60	SQ FT		
				<b>ODOM CIR</b>	
				<b>BID TOTAL</b>	

BIDDER'S INITIALS \_\_\_\_\_

**BID FOR MIDDLE CREEK RD**

Item No.	Description	Quantity	Unit	Unit Price	Extension
405A-000	TACK COAT	3100	GALLON		
424A-346	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	2625	TON		
600A-000	MOBILIZATION	1	LUMP SUM		
701A-008	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	1	MILE		
701A-012	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	5	MILE		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	72	SQ FT		
				<b>MIDDLE CREEK RD</b>	
				<b>BID TOTAL</b>	

BIDDER'S INITIALS \_\_\_\_\_

**BID FOR OLD RANCH RD**

Item No.	Description	Quantity	Unit	Unit Price	Extension
405A-000	TACK COAT	1900	GALLON		
424A-346	SUPERPAVE CONCRETE BITUMINOUS WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1600	TON		
600A-000	MOBILIZATION	1	LUMP SUM		
701A-008	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	1	MILE		
701A-012	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	3	MILE		
				<b>OLD RANCH RD</b>	
				<b>BID TOTAL</b>	

BIDDER'S INITIALS \_\_\_\_\_

**BID FOR GRAPEFARM RD**

Item No.	Description	Quantity	Unit	Unit Price	Extension
405A-000	TACK COAT	1660	GALLON		
424A-346	SUPERPAVE CONCRETE BITUMINOUS WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1300	TON		
600A-000	MOBILIZATION	1	LUMP SUM		
701A-008	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	1	MILE		
701A-012	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	3	MILE		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	30	SQ FT		
				GRAPEFARM RD	
				BID TOTAL	

BIDDER'S INITIALS \_\_\_\_\_

PROJECT NO. ECB-HPW-26-03

ESCAMBIA COUNTY

ODOM CIRCLE BID TOTAL \$ \_\_\_\_\_

MIDDLE CREEK RD BID TOTAL \$ \_\_\_\_\_

OLD RANCH RD BID TOTAL \$ \_\_\_\_\_

GRAPEFARM RD BID TOTAL \$ \_\_\_\_\_

**GRAND TOTAL** \$ \_\_\_\_\_

BIDDER'S INITIALS: \_\_\_\_\_



# County Rebuild Alabama Fund ACEA Project Specific Contract



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)



# County Rebuild Alabama Fund ACEA Project Specific Contract



**BIDS WILL NOT BE CONSIDERED UNLESS THIS 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 ESCAMBIA COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID (Maximum Amount of Bond \$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:

**Resurfacing Odom Circle, CR 37 (Middle Creek Rd), portion of CR 51 (Old Ranch Rd), and portion of CR 73 (Grapefarm Rd)**

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)



# County Rebuild Alabama Fund ACEA Project Specific Contract



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.



# County Rebuild Alabama Fund ACEA Project Specific Contract



## **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. The requirements shown for “large projects” are for those projects whose bid are greater than or equal to \$250,000. The requirements shown for “small projects” are for those with bids less than \$250,000.

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.

### **(a) Worker’s Compensation and Employers Liability**

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

Part Two: Employers Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$3,000,000	\$500,000
Each Employee	\$3,000,000	\$500,000
Policy Limit	\$3,000,000	\$500,000

- i. U. S. Longshoremen & Harborworkers’ Act (USL&H)– Required if contract involves work near a navigable waterway that may be subject to the USL&Hlaw.
- 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

	<u>Large Projects</u>	<u>Small Projects</u>
Bodily Injury by accident (Each Accident)	\$3,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$3,000,000	\$500,000



# County Rebuild Alabama Fund ACEA Project Specific Contract



**(b) Commercial General Liability**

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

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$3,000,000	\$500,000
Personal and Advertising Injury	\$3,000,000	\$500,000
Products/completed	\$3,000,000	\$500,000
Operation Aggregate		
General Aggregate	\$3,000,000	\$500,000

- 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 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.

**(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 for large projects and \$500,000 for small projects. The policy shall name CC C its officers, appointees, employees, and agents as an Additional Insured.



# County Rebuild Alabama Fund ACEA Project Specific Contract



**(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.

**(e) 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 the Contractor's work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor's work.

**Waiver of Subrogation**

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