



Rebuild Alabama Covington County



INVITATION TO BID ANNUAL HOT ASPHALT PLANT MIX CITY OF ANDALUSIA

The City of Andalusia is accepting sealed bids for the labor, equipment, materials, and any incidentals required to complete the work for this **Annual Hot Asphalt Plant Mix 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 City of Andalusia, located at 505 East Three Notch Street, Andalusia, AL 36420, or by mail at P.O. Box 429, Andalusia, AL 36420, until **1 PM on Friday, December 1, 2023**, 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 HOT ASPHALT PLANT MIX**," 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 City Clerk's office prior to the bid opening. Bids received after the deadline will not be accepted.

BID AWARD

The City of Andalusia will award the bid at its next regularly scheduled meeting following the bid opening. The City of Andalusia 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 City of Andalusia, located at 505 East Three Notch Street, Andalusia, AL 36420, Monday through Friday from 8:00 AM to 5:00 PM.

**INSTRUCTIONS TO BIDDERS/BIDDING REQUIREMENTS
ANNUAL HOT ASPHALT PLANT MIX BID
CITY OF ANDALUSIA**

- 1.1 Invitation - The City of Andalusia is accepting sealed bids from qualified contractors for the labor, equipment, materials, and incidentals required to complete the work for this Annual Hot Asphalt Plant Mix Bid, as detailed in paragraph 1.3 and further defined in the Contract Documents.

the This Bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, 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.

1.1.1 Contact Information

Awarding Authority: City of Andalusia
P.O. Box 429
Andalusia, AL 36420
(334)-428-1141

City Contact: City of Andalusia
Glynn Ralls
P.O. Box 429
Andalusia, AL 36420
(334)-222-3316

- 1.1.2 Bid Document Availability – Bid Documents will be available at the City of Andalusia's City Hall on **Tuesday, November 7, 2023.**
- 1.1.3 Bidder Questions – Bidder questions will be received until **1:00 PM, Friday, December 1, 2023.** All questions are to be submitted in writing via email to **glynn.ralls@cityofandalusia.com**
- 1.1.4 Response to Bidder Questions – A response to Bidder Questions will be issued no later than **Friday, December 1, 2023.**
- 1.1.5 Contact Regarding Bids and Invitation - Contact initiated by a potential bidder with any city official or city employee shall only be as specifically set out in these Instructions to Bidders. Any questions related to the Bid shall be directed to City of Andalusia staff (Attention: Glynn Ralls) in writing under the procedures set out herein. There shall be no communication with any city official or city employee regarding this Bid between the date of this invitation and the date of the 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 City of Andalusia located at 505 East Three Notch Street, Andalusia, AL 36420, or by mail at P.O. Box 429, Andalusia, AL 36420 until **1:00 PM, Friday, December 1, 2023**, 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 emails 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 City of Andalusia's office prior to the bid opening. Bids received after the deadline will not be accepted.

- 1.1.7 Bid Award - The City of Andalusia will award the Bid at their next regularly scheduled meeting following the bid opening. The City of Andalusia reserves the right to accept or reject all Bids or any portion thereof.
- 1.2 Scope of Work for **in-place** hot asphalt plant mix includes all labor, equipment, materials, and incidentals required for the placement of Hot Asphalt Plant Mix Wearing Surface, Upper Binder Layer Leveling, and Upper Binder Layer Widening in place 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 the 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 City of Andalusia.

Certified test reports are required for all furnished materials. The Public Works Director 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 City of Andalusia job site and replaced with conforming materials, at no additional cost to the City of Andalusia.

- 1.4.1 Balanced Mix Design Asphalt Specifications for Hot Asphalt Plant Mix. Materials shall be in compliance with Section 424 of the State of Alabama Highway Department Standard Specifications for Highways and Bridges, 2018 Edition, with the following exceptions:

- a.) Production mix volumetric testing/frequencies using NDES samples are to be replaced with mix performance testing/frequencies using height compacted samples.
- b.) ASTM D8225 (replacing the word "deformation" with "displacement" in Section 6.1.1) will be run at 77F to ensure average CT_{Index} values equal or exceed 50 at intermediate temperature to prevent cracking. Testing will be repeated at 122F on identically prepared samples to ensure average indirect tensile strength at high temperatures equals or exceeds 17 psi to prevent rutting.
- c.) Mix proportions necessary to satisfy performance results will be established via test strip. Mix performance testing will be run within the first 100 tons of shipped mix each day, and testing will be repeated if mix is still being shipped after 5 hours and the total shipped tonnage for the day exceeds 500 tons. Failing results will necessitate retesting. A second set of failing results will necessitate a new test strip to reestablish mix proportions. All mixes, regardless of maximum aggregate size and placement layer, can contain up to 35 percent reclaimed and recycled material. Specified virgin aggregate properties (with the exception of minimum bulk specific gravity, absorption, deleterious materials, L.A. abrasion, and carbonate stone limitations for coarse aggregates and minimum bulk specific gravity and sand equivalency for fine aggregates) may be waived, provided all stockpiles meet the requirements of ALDOT-249 and mix performance testing results exceed minimum values.
- d.) **In no case can reclaimed asphalt shingles (R.A.S.) be used in the mix.**

1.5 Requirements

1.5.1 The successful bidder shall furnish to the City of Andalusia a unit price per ton Freight on Board (F.O.B.) plant, F.O.B. City of Andalusia, and in place for the following Asphalt Plant Mix:

<u>Description</u>	<u>Unit</u>
424 (A) Hot Asphalt Plant Mix Wearing, ESAL range "A/B"	Ton
424 (B) Hot Asphalt Plant Mix Upper Binder Layer Leveling, ESAL range "A/B"	Ton
424 (B) Hot Asphalt Plant Mix Upper Binder Layer Widening, ESAL range "A/B"	Ton
405 Tack Coat	Gallon
407 (B) Joint Sealant	Mile
212 Machine Grading Shoulders	Station

The range of quantities for in-place Hot Asphalt Plant Mix are:

- Option (A) 0 to 249 Tons
- Option (B) 250 to 499 Tons
- Option (C) 500 to 999 Tons
- Option (D) 1000 to 2499 Tons
- Option (E) 2500 to 4999 Tons
- Option (F) Greater than 5000 Tons.

Sanitary and Storm Drain Manhole resets (to include labor and material) Price per each
 Manholes shall be adjusted to the finished paving surface prior to the placement of any asphalt resurfacing. The manholes shall be adjusted by either of the following methods:

1. Manhole Adjusting Rings: Manhole adjusting rings shall be cast iron and a heavy-duty load rating meeting H20 loading standards. The ring shall be of a type similar and equal to Sigma Corporation MH-2400 – (see attached)

408-A Planing (Milling) Existing Pavement-Square Yards Square Yard
 The Contractor shall provide a unit price per square yard for labor and equipment to Plan existing pavement 1 to 3 inches thick, and provide clean-up following planing Operations, and deliver planed material to a location within the City of Andalusia
 Alternate 408-A Planing (Miling) Existing Pavement-Minimum Daily Rate
 The Contractor shall provide a minimum daily rate for labor and equipment to plan Existing pavement for work orders that require small amounts of planing

Gas and Water Valve covers (to include labor and materials) Price per each
 Water and gas valves shall also be adjusted to the finished paving surface prior to the placement of any asphalt resurfacing. Valve boxes in the asphalt shall be adjusted by exposing the box and placing a valve box riser ring. The valve box riser ring shall be made of cast iron and have a heavy-duty loading rate. The Contractor shall notify the water department and gas company and have them locate all known valves to be affected by the project. The Contractor is responsible for contacting the local gas company and determining the means and methods for adjustment of the gas company valve boxes prior to resurfacing.

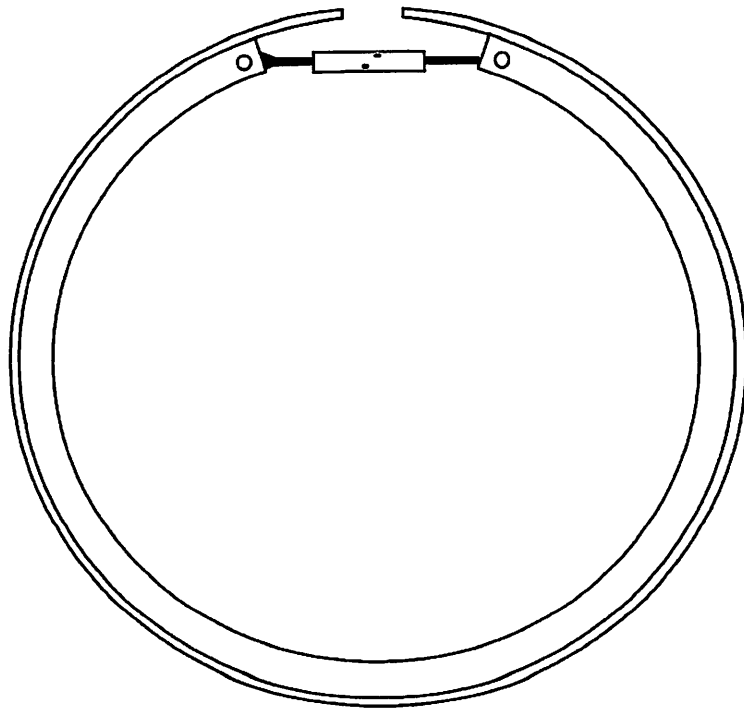
The in-place Bid is intended to be for road projects only, i.e. resurfacing, leveling and paving.

1.5.2 The total tons 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 of a single road or there may be multiple roads per work order.

1.5.3 Bituminous Material Price Adjustment and Construction Fuel for H.M.A. Production Price Adjustment will apply to this Bid.

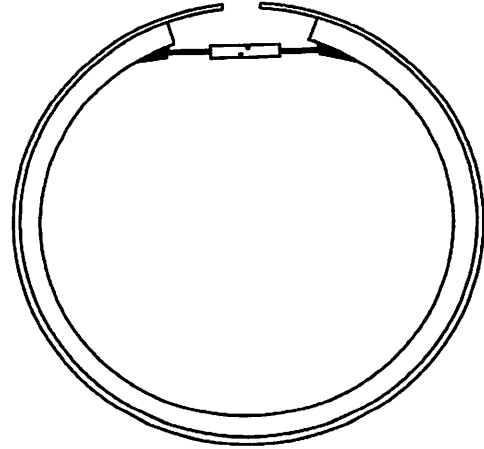
American Highway Products LTD.

Manhole Riser Specifications



Welded Expanding Mechanisms:

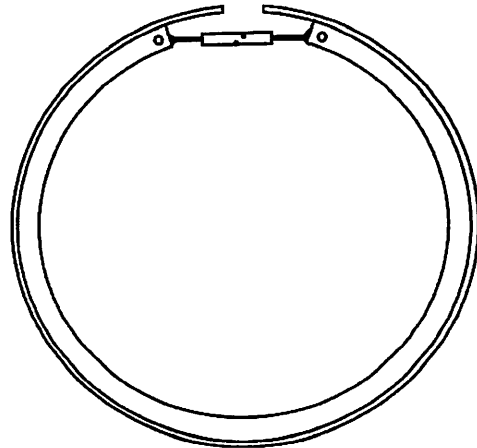
Welded Expanding Mechanisms produce built in moments at each end. With the expanding mechanism welded to the bar to be expanded, three events or their combinations can occur.



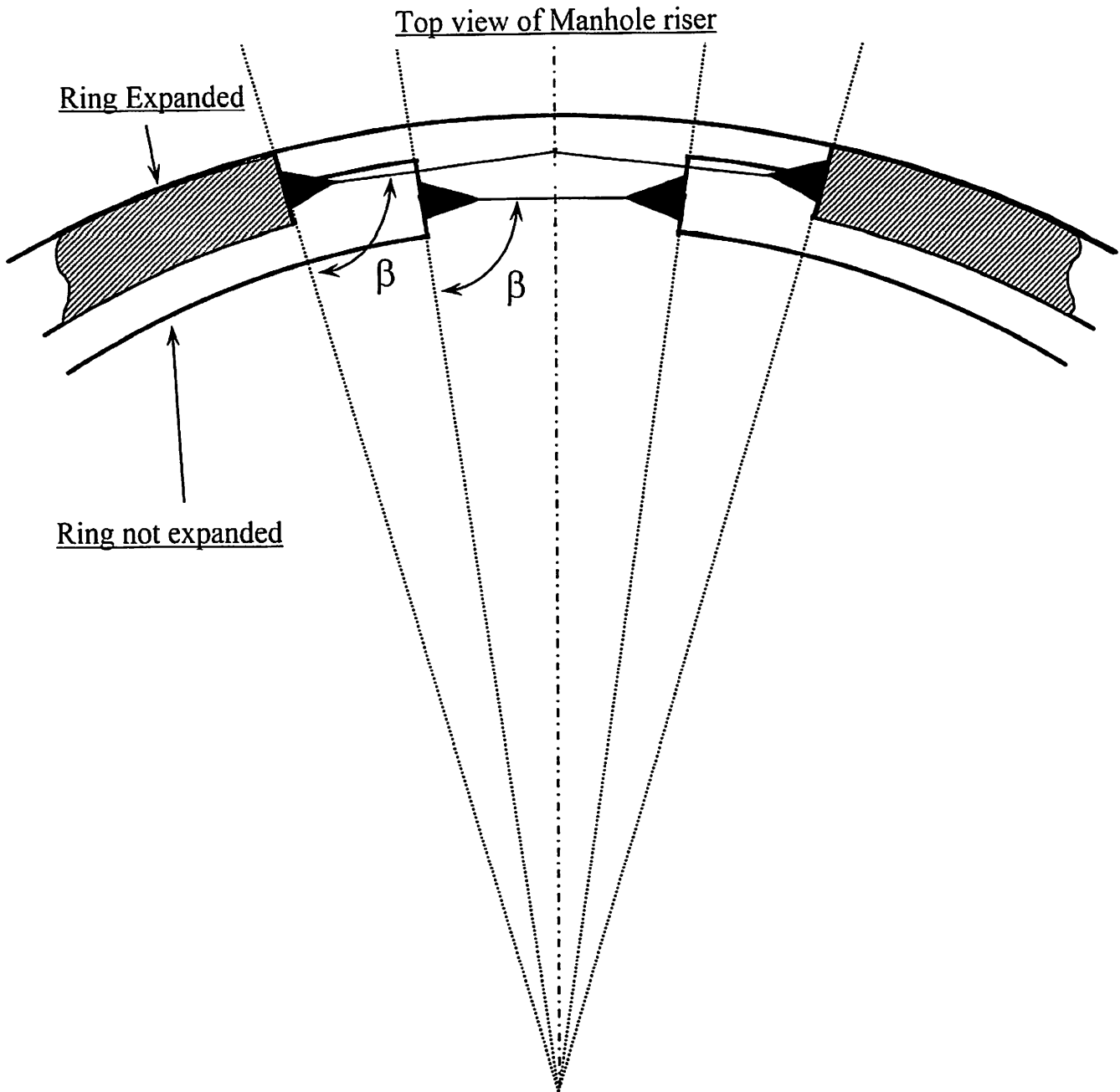
1. Expanding device bends.
2. Welded ends of expanding device break.
3. Bar bends inward away from manhole casting at welded joint taking away the full circumferential engagement.

Pivoted Expanding Mechanisms:

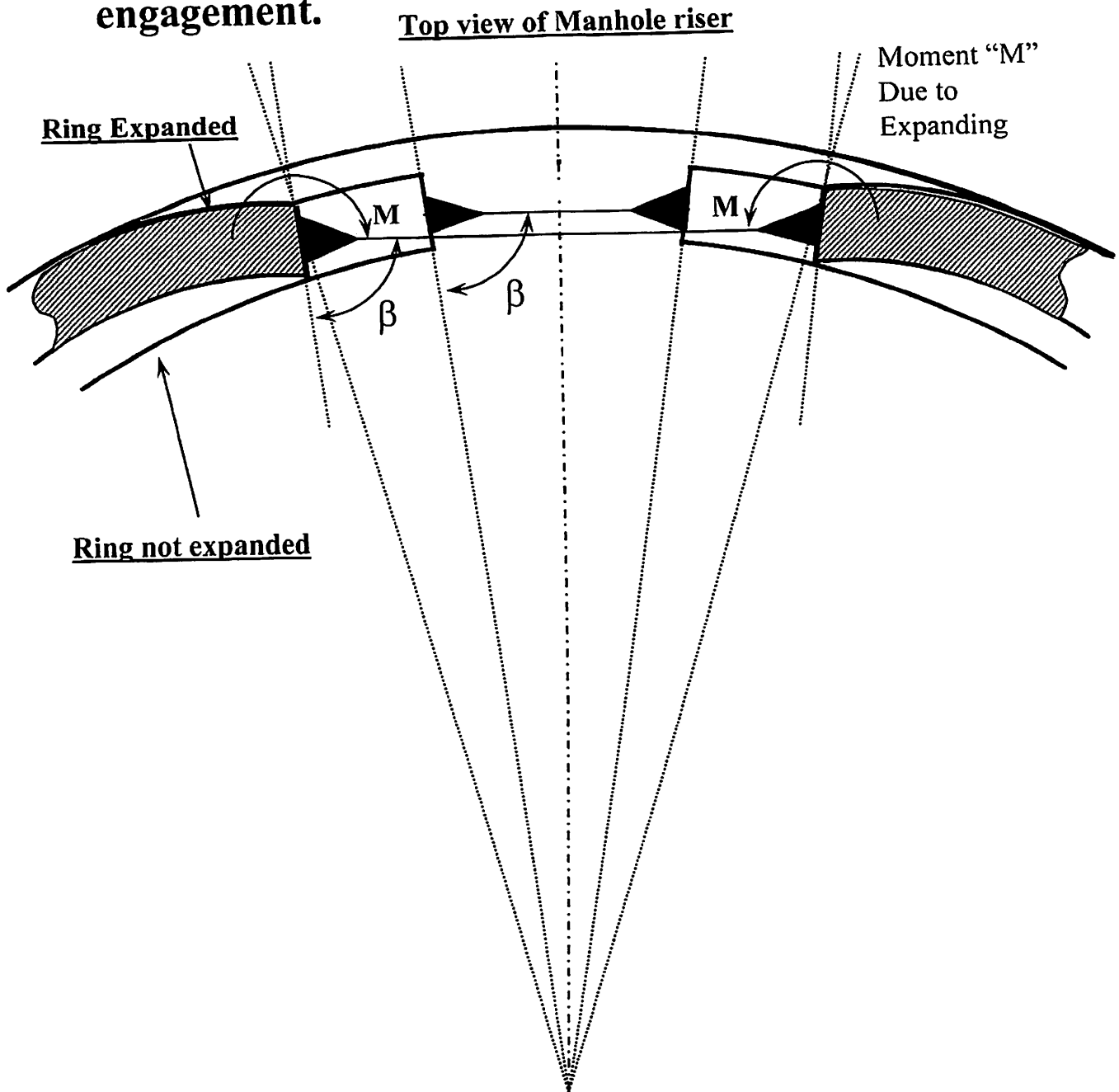
To provide a *reliable* manhole riser installation you *must* obtain full circumferential engagement. To achieve this, a pivoted expanding device is necessary. Engineering principals that show why this method of expansion must be used follows.



1. Expanded device bends when expanded if weld does not break to accommodate displacement shown on previous page.



3. When expanding the mechanism, the built in moment at the welds deflects riser bar away from casting. Bar bends inward away from manhole casting at welded joint taking away the full circumferential engagement.



Skirt Strength

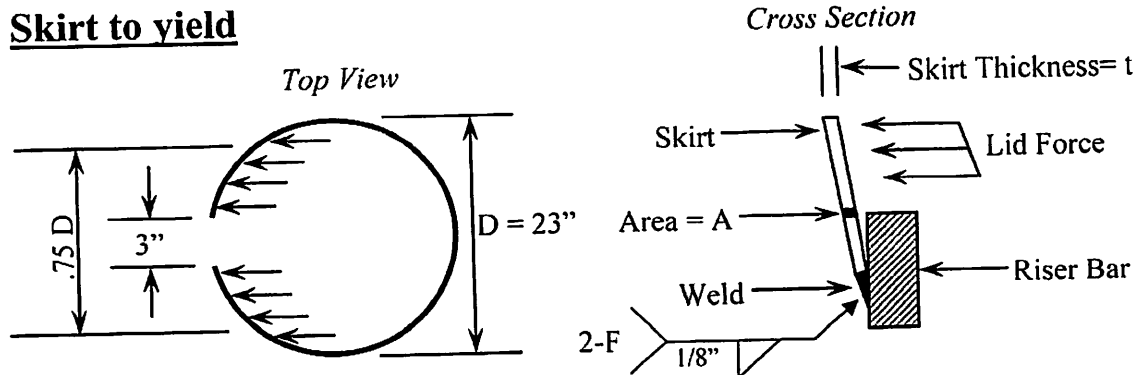
Material is made of A.I.S.I. 1020 Steel (A-36)

$$S_{y \text{ shear}} = 21,000 \text{ P.S.I.}$$

$$S_{\text{ult shear}} = 45,000 \text{ P.S.I.}$$

Horizontal force supported by 12 GA. Skirt over 75% of projected area. Assume a 3 inch skirt gap to be positioned for lowest support.

Skirt to yield



$$\begin{aligned} F_{y \text{ horz skirt}} &= S_{y \text{ shear}} \times A \text{ (75\% of projected area)} \\ &= S_{y \text{ shear}} \times \text{Effective Shear Length} \times \text{Skirt Thickness} \\ &= 21,000 \times [(.75 (\pi D/2)) - 3] \times (.104) \\ &= 52,626 \text{ lb.} \end{aligned}$$

Maximum single axle loading is 22,500 lb. One set of dual tires could exert $22,500/2 = 11,250$ lb. Horizontal force assuming a coefficient of friction of 1.00 would be 11,250 lb.

$$\begin{aligned} \text{Safety Factor} &= \text{Max. Shear Load} / \text{Max Truck Tire Loading} = 52,626 / 11,250 \\ &= 4.7 \end{aligned}$$

Horizontal Shear Force on weld

50% circ. weld on skirt

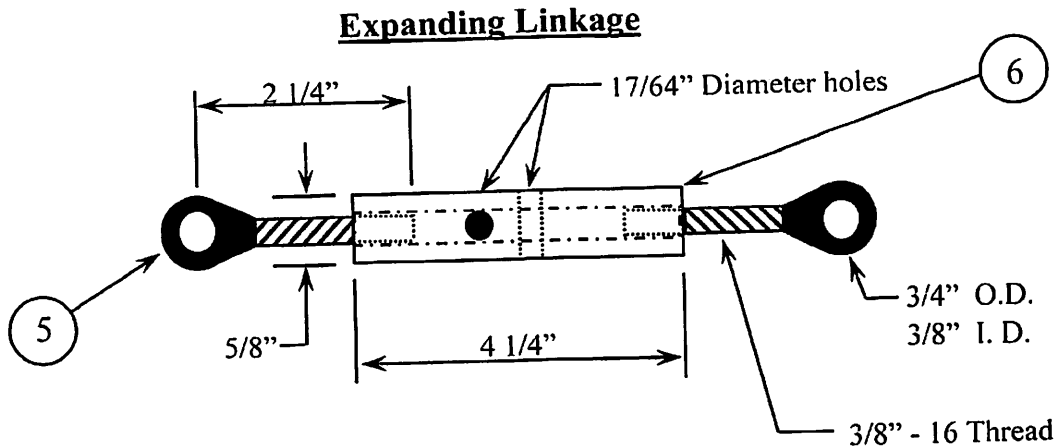
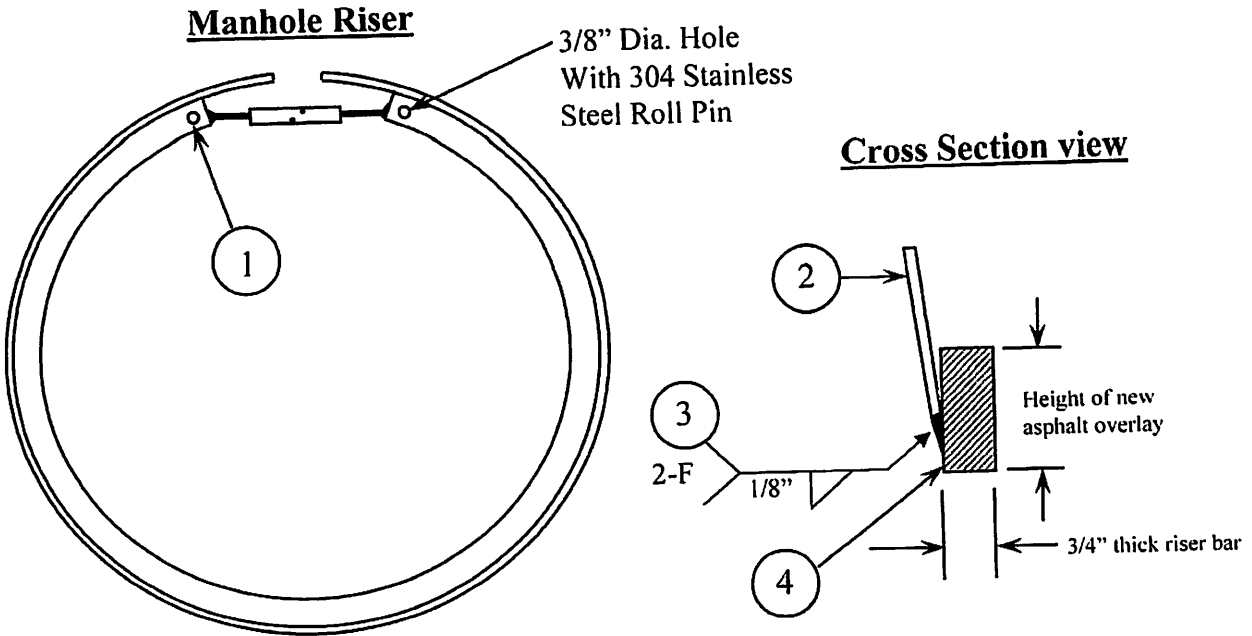
$$S_{\text{ult tensile}} = 72,000 \text{ P.S.I.}$$

$$S_y = 60,000 \text{ P.S.I. weld wire}$$


$$S_{\text{ult shear}} = 54,000 \text{ P.S.I.}$$

$$\begin{aligned} F_{\text{horz shear force on weld}} &= A S_{\text{ult shear}} \\ &= t l S_{\text{ult shear}} \\ &= [.104 (((.75 \pi D/2) - 3) / 2)] S_{\text{ult shear}} \\ &= 67,662 \text{ lb.} \end{aligned}$$

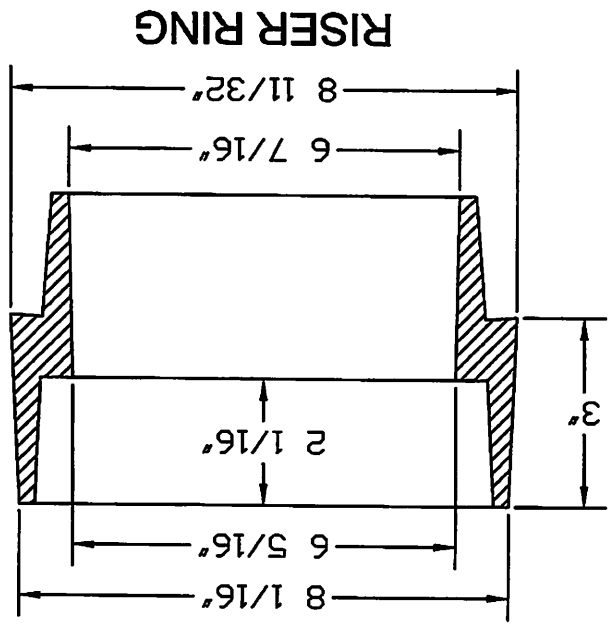
$$\text{Safety Factor to Failing} = 67,662 \text{ lb.} / 11,250 \text{ lb.} = 6$$



Item Number	Item Description	Material Description	Tensile Yield	Tensile Ultimate
1	3/8" Roll Pins	304 Stainless Steel (14,000 LB Double Sheer Strength)		
2	Steel Skirt	12 or 10 gage A.I.S.I. 1020 Steel (A-36) G-90 Galvanized	33,000 P.S.I.	60,000 P.S.I.
3	Weld	Full circumference welded except on clamp area	75,000 P.S.I.	85,000 P.S.I.
4	3/4" wide Riser Bar	Hot Rolled Steel A.I.S.I. 1020 (A-36)	33,000 P.S.I.	60,000 P.S.I.
5	Rod Ends	Forging A.I.S.I. C-1030 Steel Heat Treated BHN 240 Zinc Plated with Dichromate Finish	70,000 P.S.I.	92,000 P.S.I.
6	Tumbuckle	A.I.S.I. 12L14 Steel Cold Drawn Zinc Plated with Yellow Dichromate Finish dipped in Linbacker rust inhibitor	60,200 P.S.I.	78,300 P.S.I.

VB-2601
CATALOG NUMBER
N/A
OPEN AREA - SQ. IN.
ASTM A 48 CLASS 30B CAST IRON
MATERIAL SPECIFICATION:
LOAD RATING: Meets H20 Loading Standards HEAVY DUTY
VALVE BOX RISER RINGS
DRAWN BY: R.J.L. DATE: 3/7/2006
(800) 824-4513 PO Box 519 Alexander City, AL 35011
SIGMA CORPORATION


VALVE BOX RISER DIMENSIONS	CATALOG NUMBER	RISE
	VB-2601	1"
	VB-26015	1 1/2"
	VB-2602	2"
	VB-26025	2 1/2"
	VB-2603	3"
	VB-2604	4"
	VB-2606	6"
	VB-2608	8"



- 1.5.4 The City of Andalusia requests the successful bidder have the capability of delivering a minimum rate of 100 tons per hour daily, if requested. F.O.B. City of Andalusia.
- 1.5.5 The orders for Hot Asphalt Plant Mix shall be placed by the City of Andalusia Public Works Director at various times within the effective dates of the bid documents.
- 1.5.6 The delivery shall be made by the successful bidder to various project locations within the City of Andalusia at no additional cost.
- 1.5.7 The Bituminous Concrete Materials shall be delivered within the temperature range provided in the Alabama Department of Transportation's Standard Specifications for Highway Construction, current edition, and any applicable revisions or special provisions issued since that date.
- 1.5.8 Weight tickets must be furnished to cover each delivery.
- 1.5.9 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 the City of Andalusia and vendor up to 3 years renewal. Any successive contract must have written approval of both the City of Andalusia and the vendor no later than 30 days prior to the expiration of the previous contract. The City of Andalusia may at any time cancel the contract by submitting a 30-day notice in writing to the Contractor.
- 2.2 Construction Schedule Requirements
- a.) Hot Asphalt Plant Mix Wearing Surface placed on Prime - Contractor will place asphalt 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.) Hot Asphalt Plant Mix Wearing Surface, Leveling, and Widening - The 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 – The City of Andalusia is 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 City of Andalusia at the 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 City of Andalusia. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City of Andalusia for prior approval.

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

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 the contract involves work near a navigable waterway that may be subject to the USL&H law.

D.) Maritime Endorsement (Jones Act) – Endorsement required if the 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 the 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 City of Andalusia, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractor and/or Subcontractor work. The ISO Form C.G. 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 the City of Andalusia, 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 the City of Andalusia and 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 City of Andalusia shall include the City of Andalusia, the officers, appointees, department heads, agents, and employees of the City of Andalusia.

The City of Andalusia shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from the Contractor's performance of this Contract, and the Contractor assumes full and complete responsibility, therefore.

The Contractor shall further indemnify the City of Andalusia and hold the City of Andalusia safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the City of Andalusia in defending any claim or lawsuit made against the City of Andalusia 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 City of Andalusia, 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 City of Andalusia prior to the 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 City of Andalusia.

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 expiration date of the Bonds must not be prior to the date of the Contract.

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 **CITY OF ANDALUISA**, 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

Hot Asphalt Plant Mix Bid

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest responsible bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.

Signature of Individual Bidder: (Use only where bidder is an individual)

_____, Doing business as _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

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.