

*Limestone  
County Commission*

*Chairman  
Collin Dady*

*Administrator  
Ellen Morell*



*Commissioners:  
Daryl Sammet  
Danny Barksdale  
Derrick Gatlin  
LaDon Townsend*

**August 15, 2024**

**INVITATION FOR BIDS  
PROPOSAL NO. 2874**

**ASPHALT PLANT MIX LAID IN PLACE**

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids on the following items:

**ASPHALT PLANT MIX LAID IN PLACE. SEE SPECIFICATIONS HEREIN.**

**This bid is effective from October 1, 2024, until September 30, 2025.**

Date of Delivery: **AS REQUESTED.** Terms: **NET 30 DAYS.**

You are invited to bid on the work as described in this Invitation for Bids. Any substitutes offered must be submitted in full detail. The right to reject any items or materials not of sufficient quality (as determined solely by Limestone County) or under any provisions of applicable Alabama law is reserved.

**Proposals must be received by 10:00 a.m. CDT, on Tuesday, September 10, 2024. Late proposals shall not be considered.** Deliver sealed proposals by hand, U.S. Mail, or commercial courier service to:

Ellen Morell, County Administrator  
Limestone County Commission  
310 W Washington St  
Athens, AL 35611

Fax and/or electronically delivered (e.g., by email) proposals shall not be accepted.

Bids will be opened on **Tuesday**, the **10<sup>th</sup>** day of **September 2024**, at **10:00 a.m.** and awarded on **Monday**, the **16<sup>th</sup>** day of **September 2024**, at the regular meeting of the Limestone County Commission, which will follow a work session at **10:00 a.m.**

## **REQUIREMENTS:**

### **SECTION 1: GENERAL TERMS AND CONDITIONS**

1.1 Bid Package: All Bids must be clearly marked on the outside of a sealed envelope **“Asphalt Plant Mix Laid In Place.”** Further, the outside of the envelope shall also be clearly marked with the **proposal number and opening date.**

1.2 Award: Award will be made to the most responsive, responsible bid meeting specifications, which presents the product and/or service which is in the best interest of Limestone County. Limestone County reserves the right to reject any or all bids for any reason. Bidder shall bid its prices for each material using Attachment 1, which is attached to this Invitation for Bids. Bidder must provide prices for each category of material listed in Attachment 1 or its bid may be determined to be non-compliant with this Invitation for Bids. All applicable taxes must be included in the amount of bid price. The quantities shown in the bid schedule (in Attachment 1) are for the purpose of determining the lowest overall bid only and actual quantities placed under this contract will vary significantly from the quantities shown. A conditional or qualified bid will not be accepted. Award will be made as a whole to one Bidder.

The locations where this work will be performed has not been determined at this time and may be anywhere within the boundaries of Limestone County. The contract unit price for Mobilization shall include all equipment, fuel manpower, and all other expenses and components of any kind necessary to move the equipment required to accomplish the work associated with each Project to the Project site. The contract unit price for Mobilization shall be paid one time on each Project.

Payment for work performed pursuant to an award under this Invitation for Bids shall be net monthly, without retainage, with estimate prepared and approved by the County Engineer. If a notice to proceed is issued on a project, then the price for work quoted under Bidder’s bid shall be the price charged for work until completion of the Project, even if work on the Project continues past the end of the Agreement term.

Contractors tendering proposals or bids for this contract shall exhibit inherent capability to provide equipment and supervision to efficiently place a minimum of 1000 tons of asphalt plant mix each day. At the request of the County Commission, the bidders shall provide a list of equipment which is presently owned and operated on a regular basis by the contractor tendering the bid.

Limestone County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work described by this Invitation for Bids, and the Bidder shall

furnish to Limestone County all such information and data for this purpose as Limestone County may request. Limestone County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Limestone County that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

1.3 Copies: Limestone County requires that bids be submitted with 1 original and 5 copies.

1.4 Signing of Bids: In order to be considered, all bids must be signed by an officer of the bidding company.

1.5 Contractor Default: Limestone County reserves the right, in the case of Bidder default under an awarded bid, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

1.6 Waiving of Informalities: Limestone County reserves the right to waive informalities or technicalities in any bids when in the best interest of Limestone County.

1.7 Contract Documents: This Invitation for Bids (including, but not limited to, the Requirements), together with the BIDDER'S PROPOSAL/BID, BID BOND, PERFORMANCE BOND, PAYMENT BOND, and AGREEMENT constitute the Contract Documents.

## **SECTION 2: OBLIGATIONS, RIGHTS, AND REMEDIES**

2.1 Alterations and Amendments: No alterations, amendments, changes, modifications, or additions to this request shall be binding on Limestone County without the prior written approval of Limestone County.

2.2 Compliance with all Laws: Bidder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work. Bidder shall provide proof of appropriate licensing and permits in the State of Alabama upon request. If Bidder's bid is awarded, then Bidder shall make all reports, as necessary, to any and all federal, state, and local entities, if and as required.

The attention of all Bidders is called to the provisions of CONTRACTOR'S ALABAMA LICENSE LAW governing "General Contractors" as set forth in Chapter 8 of Title 34 of the Code of Alabama as amended; and Bidders will be governed by said law insofar as it is applicable. The above-mentioned provisions of the CODE OF ALABAMA provides that no one is entitled to bid and no contract may be awarded to any bidder that does not possess a valid General Contractor's permit or license as provided by the foregoing section of the Code and that its bid may not be considered without producing evidence that it is so qualified. Limestone County may not enter into a contract with a non-resident corporation which has not qualified under the applicable state laws to do business in the State of Alabama. It is expressly noted for this

project that the Bidder must be licensed under the specialty classification of Highways and Streets.

2.3 Governing Laws: The laws of the State of Alabama shall govern this Invitation for Bids, and all obligations of the parties will be performable in Limestone County, Alabama. The courts of Limestone County, Alabama, shall have exclusive jurisdiction over any disputes which arise hereunder to the fullest extent allowed by law and the courts in such jurisdiction shall be the exclusive venue for any claims, suits, or actions by either party.

2.4 Indemnification/Hold Harmless: The Bidder who is awarded a contract for the provision of the described services and/or goods, shall indemnify, defend, save and hold harmless the Limestone County Commission, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the awarded contract, its subcontractors, suppliers, agents, or employees, or due to any negligent act or occurrence, or any omission or commission of Bidder, its subcontractors, suppliers, agents or employees.

2.5 Nondiscrimination and Statement: Bidder agrees that no person on the grounds of disability, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract awarded pursuant to this request, or in the employment practices of Bidder.

2.6 Insurance: The Bidder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Bidder's execution of the work, whether such execution be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: claims under the workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Bidder, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to Limestone County shall be filed with Limestone County prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to Limestone County.

The Bidder shall procure and maintain, at his own expense, during the contract term, liability insurance as hereinafter specified;

Bidder's General Public Liability and Property Damage Insurance including vehicle coverage

issued to the Bidder and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by itself or by any Subcontractor under it, or anyone directly or indirectly employed by the Bidder or by a Subcontractor under it. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.

The Bidder shall procure and maintain, at his own expense, during the contract term, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the work and in case any work is sublet, the Bidder shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Bidder. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Bidder shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees.

**2.7 Security and Maintenance of Equipment:** The Bidder shall be responsible for security and maintenance of his equipment on a continuous basis during the contract period.

### **SECTION 3: SPECIAL TERMS AND CONDITIONS**

**3.1 Intent:** The Limestone County Commission is requesting bids from interested and qualified vendors for providing **Asphalt Plant Mix Laid In Place** to the Limestone County Commission which meets the specifications in this Invitation for Bids, including, but not limited to, all related requirements set forth in this Invitation for Bids (including, but not limited to, the requirements in Section 3) and the remaining Contract Documents. Asphalt Plant Mix Laid in Place bid shall include all furnishing asphalt plant mix, testing, labor, supervision, transportation, fuel, lubricants, maintenance and equipment for constructing the work items.

**3.2 Term:** The effective term of the awarded bid is from October 1, 2024 to September 30, 2025. This contract may be cancelled at any time by the Limestone County Commission with 45 days written notice given to the contractor.

**3.3 Compliance with All Applicable Regulations:** The successful Bidder agrees and covenants that the company, its agents and employees will comply with all codes, laws, rules, ordinances, and regulations applicable to the business conducted pursuant to any awarded bid.

3.4 Delivery of Services: Bidder shall deliver all goods and/or services as described in this Invitation for Bids, including, but not limited to, in the attachment(s) to this Invitation for Bids. Limestone County reserves the right to reject any non-conforming materials. Notice to proceed for the various segments of work shall be provided by the County Engineer.

3.5 No Modification: The Contract Documents, as defined in Section 1.7, contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of Limestone County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve it from fulfilling any of the conditions of the Contract Documents.

3.6 Bid Bond, Performance Bond, and Payment Bond: Each bid must be accompanied by a BID BOND payable to Limestone County for 5 percent (5%) of the total amount of the bid with a maximum limit of \$10,000. As soon as the contract that is the subject of this Invitation for Bids has been awarded, the BID BOND of all unsuccessful bidders will be returned. The BID BOND of the successful Bidder will be retained until the PAYMENT BOND and the PERFORMANCE BOND have been executed and approved, after which the BID BOND will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND, procured by the Bidder and in the amount of 100% of the contract price with a corporate surety approved by Limestone County, shall be required for the faithful performance of the contract.

A PAYMENT BOND, procured by the Bidder and payable to the Limestone County Commission, shall be executed in the amount of 50% of the contract price, with the obligation that the Bidder shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorney's fees incurred by successful claimants of plaintiffs in civil actions on the bond.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS shall file with each bond a certified and effective dated copy of their power of attorney.

3.7 Agreement Execution: The party to whom the contract is awarded pursuant to this Invitation for Bids shall be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten calendar days from the date when NOTICE OF AWARD is delivered to the Bidder. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and bond forms. In case of failure of the Bidder to execute the AGREEMENT, Limestone County may at its option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of Limestone County.

Limestone County within 10 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the contract was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should

Limestone County not execute the AGREEMENT within such period, the Bidder may, by written notice, withdraw its signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice of the owner.

3.8 Specifications and Construction Requirements: In addition to the other requirements found in the Contract Documents, the following specifications and requirements shall be required in performing work under the contract awarded pursuant to this Invitation for Bids:

- (A) Construction materials, equipment and procedures shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, Sections 424 and any Special Provisions issued by the Alabama Department of Transportation.
- (B) The Bidder will furnish equipment, labor, fuel, lubricants, supervision, transportation, insurance, administration, maintenance and repairs, and all incidentals and appurtenances for the production, transportation, and placement of Asphalt Plant Mix within Limestone County, Alabama.
- (C) This contract will cover Projects to be determined during the contract period by the Limestone County Commission. The Contractor will begin work on any given PROJECT within 20 working days from issuance of a Notice to Proceed. If contractor cannot begin project within 20 working days, Contractor must request written time extension or Limestone County Commission may utilize other contracts to ensure project completion.
- (D) Each load of plant mix delivered to the Project will be visually inspected by the County Engineer or his designee. If, in the opinion of the County Engineer or his designee, the mix delivered to the jobsite is unsuitable for the intended use, the County Engineer or his designee may refuse that load of mix and order it returned to the plant. No payment will be made for any mix not placed on the Project. Compaction shall be to the satisfaction of the County Engineer or his designee.
- (E) Bituminous Material Price Adjustment as defined by Alabama Department of Transportation ("ALDOT") specifications and special provisions shall be applied to material placed under this contract. The base month for these adjustments shall be September 2024.
- (F) Traffic Control shall be the responsibility of the Bidder for all work performed under this contract. Traffic Control will be as shown on the attached sheet titled "Traffic Control Plan, Two-Lane Highway, One Lane Closed" (copy attached). The Bidder will furnish all signs, vehicles, flaggers, paddles, cones and other devices as shown on the drawing at no additional cost to the contract. The use of cones may be omitted with the concurrence of the County Engineer.
- (G) Tack Coat will be applied as directed by the County Engineer and the cost of such included in the per ton contract price.

(H) Bituminous Concrete Base Layer, Widening, shall include cutting out existing shoulder material to the depth specified by the Engineer and blading the material back up to the edge of the pavement after placement of the widening mix.

3.9 Anti-Boycott Requirements: Bidder avers that it is not currently engaged in, and during the duration of any agreement with Limestone County shall not engage in, the boycott of any person or entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade. If bid is awarded, then Bidder shall complete and execute a Certificate of Compliance with Act 2016-312, as provided to it by Limestone County.

3.10 Anti-Economic Boycotts Requirements: If Bidder is a company with 10 or more full-time employees, the Bidder avers that, without violating controlling law and when not excepted by Alabama Code (1975) § 41-16-161(c), it does not, and shall not during the duration of any agreement between it and Limestone County, engage in economic boycotts. If awarded a contract pursuant to this request, then Bidder (if a company with 10 or more full-time employees) shall complete and execute a Certificate of Compliance with Act 2023-409, as provided to it by Limestone County.

3.11 Beason-Hammon Taxpayer and Citizen Protection Act Requirements: By submitting a Bid and/or by entering into an agreement with Limestone County pursuant to an award based on this Invitation for Bids, then Bidder affirms, for the duration of any such agreement, that it 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 party found to be in violation of this provision shall be deemed in breach of the agreement formed and shall be responsible for all damages resulting therefrom. Moreover, Bidder shall provide documentary proof to Limestone County that it participates in the E-Verify program. If the Bid submitted pursuant to this Invitation for Bids is awarded by Limestone County, then Bidder shall complete and execute a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as provided to it by Limestone County.

#### **SECTION 4: COMPANY INFORMATION**

Include a company profile containing the following information:

- a) Name, address, telephone number, email, and fax number (if any) of company.
- b) Company history.
- c) Include copy of all licenses/permits to do business in the State of Alabama.
- d) Include proof of participation in E-Verify program.

  
\_\_\_\_\_  
**COLLIN DALY, Chairman**  
Limestone County Commission



**Attachment 1**  
**BIDDER'S PROPOSAL FOR**  
**ASPHALT PLANT MIX LAID IN PLACE**  
**LIMESTONE COUNTY**

Indicated below are unit price and total bid based on unit prices.

| Description   | Quantity | Unit               | Unit Price      | Amount   |
|---|----------|--------------------|-----------------|----------|
| Mobilization to Project Site  | 10       | Each               | \$ _____        | \$ _____ |
| Bituminous Concrete Plant Mix<br>(leveling or seal)<br>1/2" Max. Aggregate Size Mix | 17000    | Tons<br>(2000 lbs) | \$ _____        | \$ _____ |
| Bituminous Concrete Plant Mix<br>(leveling or seal) 3/4"<br>Max. Aggregate Size Mix | 2000     | Tons<br>(2000 lbs) | \$ _____        | \$ _____ |
| Bituminous Concrete Binder<br>Layer, Patching 3/4"<br>Max. Aggregate Size Mix,      | 3000     | Tons<br>(2000 lbs) | \$ _____        | \$ _____ |
| Bituminous Concrete Base Layer,<br>Widening 3/4" Max.<br>Aggregate Size Mix         | 800      | Tons<br>(2000 lbs) | \$ _____        | \$ _____ |
| Aggregate Surfacing, 1 1/2" down<br>Crusher Run                                     | 5000     | Tons<br>(2000 lbs) | \$ _____        | \$ _____ |
| Planing Existing Pavement,<br>Approximately 1" thru 2"                              | 2000     | Square<br>Yards    | \$ _____        | \$ _____ |
| <b>Total Bid Based on Unit Prices</b>   |          |                    | <b>\$ _____</b> |          |

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Words & Figures

The BIDDER, by execution hereafter, hereby agrees to construct the above described and specified work at the unit prices bid, with the final contract amount calculated from actual measured quantities. These quantities may be substantially increased or decreased at the discretion of the Limestone County Commission with no liability incurred by the County

Commission.

AND, FURTHER, that after notice of award, we hereby accept this contract proposal as being complete and binding if timely notices and agreement are performed by the Limestone County Commission as herein before described.

Witness our hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME (printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

***By signing this Bidder's Proposal, the party verifies and acknowledges that it is bound by the terms of its bid (including, but not limited to, the terms found in the Invitation for Bids and the materials prices as set forth in Attachment 1) for the period stated above should the party's bid be selected and awarded by Limestone County. Moreover, it affirms, for the duration of the agreement, that it 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, if the party found to be in violation of this provision, then it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.***

**Attachment 2**  
**AGREEMENT**  
**ASPHALT PLANT MIX LAID IN PLACE**  
**October 1, 2024 – September 30, 2025**

THIS AGREEMENT, made this \_\_\_\_ day of **September, 2024** by and between the **Limestone County Commission**, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of **ASPHALT PLANT MIX LAID IN PLACE** work as required by the OWNER.
2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. This AGREEMENT shall remain in effect from the date of the AGREEMENT until **September 30, 2025.**
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) INVITATION FOR BIDS (INCLUDING, BUT NOT LIMITED TO, REQUIREMENTS)
  - (B) BIDDERS PROPOSAL/BID
  - (C) BID BOND
  - (D) PERFORMANCE BOND
  - (E) PAYMENT BOND
  - (F) AGREEMENT
6. The OWNER shall pay to the CONTRACTOR the price as agreed in the CONTRACT DOCUMENTS for the work performed on a monthly basis for the amount of work performed under this contract. Payments may be made more often than a monthly basis if agreed upon by the CONTRACTOR and the OWNER.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in two copies each of which shall be deemed an original on the date first above written.

**LIMESTONE COUNTY COMMISSION**

BY: \_\_\_\_\_  
**COLLIN DALY**  
Chairman, Limestone County Commission

(SEAL)  
ATTEST:

\_\_\_\_\_  
**ELLEN MORELL**  
Administrator

CONTRACTOR: \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_  
\_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Type)

**PAYMENT BOND**  
**Asphalt Plant Mix, Laid in Place**  
**October 1, 2024 – September 30, 2025**

KNOW ALL MEN BY THESE PRESENT that:

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

\_\_\_\_\_ a hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety are held and firmly bound unto

**The Limestone County Commission**

\_\_\_\_\_

(Name of Owner)

**310 West Washington St., Athens, Alabama 35611**

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$( \_\_\_\_\_ ) in lawful money of the U.S. for the part of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into an AGREEMENT with the owner dated September \_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of **Asphalt Plant Mix, Laid in Place**.

NOW, THEREFORE, if the Principal shall promptly make payment to, all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution

of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR, or otherwise, then obligation shall be void; otherwise to remain in full force and effort. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in two (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

(Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Alabama.

**PERFORMANCE BOND**  
**Asphalt Plant Mix, Laid in Place**  
**OCTOBER 1, 2024 – SEPTEMBER 30, 2025**

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, am held and firmly bound unto **The Limestone County Commission, 310 West Washington St., Athens, AL 35611** hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_th day of September, 2024, a copy of which is hereto attached and made a part hereof for the construction of **Asphalt Plant Mix, Laid in Place**.

Now, THEREFORE if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it 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 any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF this instrument is executed in two (number) counterparts, each one of which shall be deemed and original, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL) By \_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Surety (Secretary)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_

By

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Alabama.