

ETOWAH COUNTY COMMISSION  
800 Forrest Avenue, Gadsden, AL 35901

**REQUEST FOR BID**

**ATTENTION ALL BIDDERS**

**YOU MUST MARK ON THE ENVELOPE:**

**BID NO. FY 2018-2019-07  
LIQUID PAVING AND RESURFACING**

The Etowah County Commission is soliciting sealed bids for the above project. Bids will be received by the Etowah County Commission in Room 107 of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 Attn: Melissa Lett until;

**WEDNESDAY, APRIL 24, 2019 @ 10:00 A.M. CENTRAL  
TIME**

Bids will be opened in the Commission Chambers on the First Floor of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

**Purchasing Department  
Room 107  
Attn: Melissa Lett, Purchasing Accountant  
800 Forrest Avenue (Courthouse), Gadsden, AL 35901**

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Contact: Melissa Lett, Purchasing Accountant  
Phone: **(256) 549-5307**  
Email: [mlett@etowahcounty.org](mailto:mlett@etowahcounty.org)

***No faxed or email responses will be accepted***

# ETOWAH COUNTY COMMISSION

(revised 02/17/2012)

## GENERAL TERMS AND CONDITIONS

**These General Terms and Conditions are standard and any contradicting requirements of the Special Terms and Conditions of Request for Bid supersede these General Terms and Conditions**

- (1) **All bidders shall comply with Code of Alabama 31-13-9 if applicable.**
- (2) All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located on the first floor, Courthouse, 800 Forrest Avenue, Gadsden, Alabama 35901 unless otherwise stated. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- (3) Each bid must be submitted in a separate sealed envelope and received by the Etowah County Commission in the Purchasing Department, Room 107, 800 Forrest Avenue, Gadsden, Alabama 35901. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- (4) The Etowah County Commission encourages utilization of minority business enterprise in our procurement activities. The Etowah County Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
- (5) The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Etowah County Commission is seeking to purchase. The bidder must **indicate compliance or list exceptions** to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
- (6) The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification named. It is to set forth to convey the general style, type, character, and quality of the article desired by the Etowah County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Etowah County Commission deems it necessary to determine the suitability of items as being approved equal.
- (7) It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal for; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor

exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.

- (8) All bids shall be typewritten or printed in ink on the forms prepared by the Etowah County Commission. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
- (9) All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- (10) Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. **The Etowah County Commission will assume no transportation or handling charges other than specified in this bid.** The Etowah County Commission is exempted from sales and use tax by 40-23-4-(11) and 40-23-62 (13), Alabama Code (1975).
- (11) Prices quoted to the Etowah County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- (12) The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
- (13) The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- (14) The Etowah County Commission reserves the right to request a demonstration of any and all items bid before making the award.
- (15) The Etowah County Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Etowah County Commission. **The Etowah County Commission reserves the right to reject any and all bids for any reason it deems sufficient.**
- (16) All bids will be awarded to the **lowest responsive and responsible bidder.** This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- (17) Unless Special Terms and Conditions of the bid specify otherwise, the Etowah County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of Etowah County Commission.
- (18) The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold Etowah County Commission harmless from any and all causes of action or claims of damage arising out of or related to bidder's performance under this contract.

- (19) All items bid will be inspected by a representative of Etowah County Commission upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assume compliance.
- (20) Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
- (a.) Failure to use the bid forms furnished by Etowah County Commission.
  - (b.) Lack of signature by an authorized representative on the bid form.
  - (c.) Failure to properly complete the bid form.
  - (d.) Evidence of collusion among bidders.
  - (e.) Unauthorized alteration of the bid form.
  - (f.) Failure to comply with Alabama law in regards to contracts.
- (21) Etowah County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- (22) Etowah County Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for Etowah County Commission to terminate the award immediately, and to relieve Etowah County Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, Etowah County Commission reserves the right to obtain the particular item from other vendors.
- (23) Etowah County Commission is to be protected against any **increase above the price in the bid**. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- (24) In accordance with the Alabama Competitive Bid Law, as amended, Etowah County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
- (a.) Contracts shall terminate without further obligation on the part of Etowah County Commission at the end of the first year, or if the Etowah County Commission elects to renew such contract, shall terminate at the end of each subsequent year.
  - (b.) Contracts may provide for automatic renewal unless positive action is taken by the Etowah County Commission to terminate such contract, and the nature of such action shall be determined by the Etowah County Commission and specified in the contract.
- (25) The Etowah County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Etowah County Commission, office of the Purchasing Agent, by the deadline state in the bid request.
- (26) Proof of all State, County and local business license must accompany bid.

# ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: March 30, 2012

Special Provision No. 12-XXXX

SUBJECT: Pavement Surfacing (Scrub Seal), Project No. ~~NH-HSIP-0006(542)~~, Pickens County.

Alabama Standard Specifications, 2012 Edition, are hereby amended as follows (this includes the addition of NEW SECTION 404):

## SECTION 404 PAVEMENT SURFACING (SCRUB SEAL)

### 404.01 Description.

This Section covers the placement of a bituminous pavement surfacing that is composed of an application of a polymer modified asphalt rejuvenating scrub seal.

### 404.02 Materials.

#### (a) EMULSION.

The emulsion shall be a CMS-1P for rejuvenating scrub seal meeting the requirements in Table 1.

Table 1 -Property	Method	Specification
<b>Test on Emulsion</b>		
Viscosity @77 (SFS)	ASTM D244	50 - 350
Residue, w%, minimum.	ASTM D244	67
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
<b>Test on Residue<sup>(1)</sup></b>		
Viscosity @ 140°F, P, maximum.	ASTM D2170	3000
Penetration @ 39.2°F, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum.	AASHTO T59, T301 <sup>(1,2)</sup>	50
<b>Test on Latex:</b>		
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 <sup>(3)</sup>	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104° F	ASTM D471 <sup>(4)</sup> Modified	40% intact film
<b>Test on rejuvenating agent:</b>		
Flash point, COC , °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II

<sup>(1)</sup> Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

<sup>(2)</sup> Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

<sup>(3)</sup> Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

(4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

The recycling agent shall meet the requirements in Table 2.

Table 2 - Recycling Agent	
Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
<b>Test on Residue</b>	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

The emulsion manufacturer shall submit certification that the emulsion meets the specification. The polymer manufacturer, through the emulsion supplier and the contractor, shall submit to the Department test results from an approved laboratory and certification that the polymer is cationic and meets the required specifications. The manufacturer of the recycling agent, through the emulsion supplier and the contractor, shall submit the test results on the recycling agent and certification that the recycling agent meets the required specifications. Polymer films required for testing shall be prepared by the same laboratory testing the polymer performance requirements as outlined in the specification. The manufacturer of the recycling agent shall submit to the laboratory testing the polymer a one quart sample of the recycling agent for use in the swell test.

For the polymer, certification shall be from a laboratory with an ISO 17025 certification and accredited by IAS. Laboratories must be accredited in the test procedures specified above for the polymer and the rejuvenating agent. Certifications and test results on the emulsion, the polymer and the recycling agent shall be submitted to the Materials and Tests Engineer and approved prior to starting the work.

**(b) AGGREGATE.**

The aggregate shall be an ALDOT Size No. 89 in accordance with the material requirements for bituminous surface treatments given in Section 801.

**404.03 Construction Requirements.**

**(a) PLACEMENT RATES AND TEMPERATURE.**

The placement rate for the emulsion shall be from 0.25 to 0.35 gallons per square yard. The Engineer will require that the placement rate be adjusted up or down as necessary to fill the cracks in the roadway.

The placement rate for the aggregate shall be from 18 to 25 pounds per square yard. The Engineer will require that the placement rate be adjusted so that no bleed through occurs during rolling.

The CMS-1P emulsion shall be applied at a temperature of from 140 °F to 185 °F .

(b) WEATHER.

The pavement surfacing shall only be applied when the air temperature is above 45 °F with the forecast high temperature being less than 100 °F.

The application of the pavement surfacing shall be stopped a minimum 24 hours prior to expected rain.

(c) SURFACE PREPARATION.

The area to be covered shall be cleaned of dirt, vegetation, and dust and other deleterious materials prior to the application of the surfacing.

Prior to the scrub seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. When removing the raised pavement markers, the Contractor shall remove excessive adhesive left on the pavement caused from the removal of raised pavement markers.

Prior to the scrub seal operation, all drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic over the exposed facilities, or other methods approved by the Engineer.

(d) TEST SECTION.

The Contractor shall demonstrate the capability of meeting the placement requirements. The materials used in the test section shall be those that are proposed for production use. The Engineer will identify the location and length of the test section. The test section shall be one lane, 12 feet in width and up 1000 feet long. If the application to the test section is unsuccessful, the Contractor shall make the necessary corrections and apply a new test section without additional compensation.

The placement rate and adhesion of the emulsion and aggregate will be evaluated.

(g) EQUIPMENT.

1. Asphalt Distributor.

An asphalt distributor shall be furnished for the application of the PASS emulsion. The distributor shall have a full circulating spray bar that is adjustable to at least 16 feet wide in two feet increments and is capable of heating and circulating the emulsion simultaneously. It shall have computerized rate control for adjusting and controlling the application from the cab. The rate shall be adjustable by .01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.

2. EMULSION BROOM.

The emulsion broom frame shall be constructed of metal. The emulsion broom shall be attached to and pulled by the distributor truck. The emulsion broom must be equipped with a means of raising and lowering the emulsion broom at desired points. It shall be towable in the elevated position. The broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the emulsion broom shall have a minimum frame size of 6.5 feet wide and 10 feet long. The maximum transverse rigid frame width at any point shall not exceed 6.75 feet. The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have brooms heads angled at 10 to 15 degrees off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the emulsion broom assembly shall be 3.5 inches wide x 6.5 inches high x 16 inches long and have stiff nylon bristles. Bristle height is to be maintained at a minimum of five inches (5"). The emulsion broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4.5 feet per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16 feet but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface.

3. AGGREGATE SPREADER.

A self-propelled spreader with computerized rate control shall be used to spread the aggregate. The spreader shall have front discharge and shall be capable of evenly distributing the aggregate at the required placement rates.

**4. ROLLERS.**

Two pneumatic tire rollers shall be used to seat the aggregate into the emulsion. The rollers shall be self-propelled. The minimum total weight of each roller shall be 5 tons.

**5. AGGREGATE REMOVAL EQUIPMENT.**

A mechanically powered pick-broom shall be furnished with a vacuum for the removal of excess aggregate.

**(e) MATERIAL APPLICATION.**

The emulsion broom shall be pulled behind the emulsion distributor immediately after the application of the emulsion. All cracks in the pavement shall be filled by emulsion by the movement of the weighted emulsion broom through the emulsion.

The aggregate shall be dry during spreading. The aggregate shall be evenly spread over the scrubbed emulsion.

The seal should be rolled immediately after the aggregate is applied. There shall be at least three passes made with a pneumatic roller.

The pavement surfacing system shall be stiff enough to allow sweeping up excess aggregate without damage to the pavement surface. The excess aggregate shall be removed with the vacuum broom within two hours of rolling or as directed by the Engineer.

The roadway shall not be opened to traffic until at least two hours after the completion of the placement of the emulsion and aggregate. The Engineer may require a second power sweeping to remove any loose aggregate. Excess aggregate shall be removed from the project unless otherwise approved by the Engineer.

For innerlayer applications the scrub seal shall be sufficiently cured prior to placing a bituminous overlay, micro-surfacing, or other asphalt surface treatments. The work shall be staged such that any seal coat inner-layer placed shall be covered by the succeeding surface treatment within 72 hours. The status of being cured shall be determined by the ability to sweep all loose aggregate from the surface without removing any aggregate adhered to the bituminous emulsion.

**(f) SAMPLING.**

A minimum of one daily sample of the aggregate will be taken from the application vehicle and tested for gradation. If the average test results vary from the gradation requirements, production shall stop. The Contractor shall identify the cause and document in detail what corrective action was taken. Documentation of the corrective action shall be furnished to the Engineer before placement will be allowed.

**(g) ACCEPTANCE.**

The Contractor shall be responsible for the maintenance of the surface treatment until the work is accepted by the Engineer. Damage or loss of aggregate in the surface exceeding 2 % of the surface area in any 500 foot long section shall be repaired by use of additional emulsion and aggregate. All bleeding (excess asphalt) surfaces shall be covered with additional concrete sand in such a manner that the asphaltic material will not adhere to, or be picked up by the wheels of vehicles.

If in the Engineer's judgment, defective areas warrant removal, the Contractor shall remove and replace those areas at the Contractor's expense with materials meeting specification requirements.

**404.04 Method of Measurement.**

The pavement surfacing will be measured in units of square yards.

**404.05 Basis of Payment.****(a) UNIT PRICE COVERAGE.**

The unit price of the pavement surfacing shall be full compensation for all materials, equipment, tools, and labor required for furnishing and placing the pavement surfacing, and for post-sweeping.

**(b) PAYMENT WILL BE MADE UNDER ITEM NO.:**

404-G Pavement Surfacing ( \* ) - per square yard

\* Scrub Seal, etc.

**BID NO. FY 2018-2019-07**  
**LIQUID PAVING & RESURFACING BID**

Notice is hereby given to all interested persons that the Etowah County Commission will receive sealed bids (for the below stated items) to be opened on **WEDNESDAY, APRIL 24, 2019 @ 10:00 A.M.** in the Commission Chambers, 1<sup>st</sup> Floor, Etowah County Courthouse, 800 Forrest Avenue, Gadsden, AL. All bids must be sealed and the words "**LIQUID PAVING & RESURFACING BID**" marked on the outside of the envelope. Bids may also be mailed to Etowah County Commission, 800 Forrest Avenue, Room 107, Gadsden, AL 35901, ATTN: Melissa Lett, Purchasing Accountant.

Materials and construction requirements shall meet Alabama Department of Transportation Specifications, Latest Edition, unless otherwise specified in the general terms and conditions.

Bids will be accepted based on the price index per gallon of asphalt as determined by the Alabama Department of Transportation asphalt index for the month of March, 2019. Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month purchased.

RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor shall indemnify and hold harmless Etowah County, the Etowah County Commission, the officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

It shall be the bidder's responsibility to possess all proper County, State, and Federal License and to familiarize himself with, and shall comply with, all Federal, State, and Local laws, ordinances, and regulations.

Bids must be submitted on this form.

Bids may be submitted either by mail or in person; however, Etowah County will not be responsible for the security of mailed bids.

Each Vendor must submit a statement that they are an equal opportunity employer.

The Etowah County Commission will on **WEDNESDAY, APRIL 24, 2019 @ 10:00 A.M.** open competitive bids for Bid Number **FY 2018-2019-07**.

**SECTION A:**

<b>BITUMINOUS SURFACE TREATMENT WITH CRS-2 ASPHALT EMULSION</b>				
<b>ITEM</b>	<b>TREATMENT</b>	<b>LIMESTONE</b>	<b>SLAG</b>	<b>COUNTY FURNISHED AGGREGATE</b>
401A-006	G			
401A-008	J			
401A-009	K			
401A-010	L			
401A-012	AJG*			
401A-013	JG*			
401A-014	KG*			

\*See General Conditions #11 and #12

<b>BITUMINOUS SURFACE TREATMENT WITH CRS-2P ASPHALT EMULSION</b>				
<b>ITEM</b>	<b>TREATMENT</b>	<b>LIMESTONE</b>	<b>SLAG</b>	<b>COUNTY FURNISHED AGGREGATE</b>
401A-006	G			
401A-008	J			
401A-009	K			
401A-010	L			
401A-012	AJG*			
401A-013	JG*			
401A-014	KG*			
	Triple Surface Seal*			
	404-G Scrub Seal			

**GENERAL CONDITIONS:**

1. Please check and make sure bid is signed in the space provided. The right to reject any and all bids is hereby reserved.
2. A minimum of 20,000 Square Yards of paving or resurfacing will be done on each mobilization of equipment to Etowah County; however, the minimum of 20,000 Square Yards may be in more than one location in Etowah County.
3. A **\$10,000.00 Bid Bond or Cashier's Check** shall be submitted with bid.

**BID NO. FY 2018-2019-07**  
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4. A **\$200,000.00 Performance Bond**, covering a period of one year, shall be submitted before work is started.
5. Proof of Liability Insurance and Workman's Compensation Insurance shall be submitted before any work is started. The General Liability Insurance shall be a minimum of \$500,000.00
6. Test reports shall be submitted on all materials before Final Payment will be made.
7. Work shall begin within thirty (30) days after Notice to Proceed is issued.
8. Pay estimates shall be submitted monthly and payment shall be made at the next regular County Commission meeting after submission and verification of quantities.
9. All bids shall be good from **June 7, 2019 through June 6, 2020**.
10. These bids shall be good for other government agencies located within Etowah County.
11. For the pricing of a multiple layer surface treatment under the slag column, only the top layer should be priced for slag. All other layers should be priced for limestone material.
12. A **\$100,000.00 Payment Bond**, covering a period of one year, shall be submitted before work is started.
13. The scrub seal will follow ALDOT Special Provision specifications. The specifications are attached to this bid, and made part of this bid package.
14. Contractor must give notice of project completion by advertising 4 successive weeks in a newspaper of general circulation published in the County.
15. Contractor undertaking the project agrees to use materials, supplies and products manufactured, mined, processed, or otherwise produced on the United States or its territories, if they are available at reasonable and competitive prices.

**TERMS AND CONDITIONS:**

The purpose of this bid is to establish a contract from June 7, 2019 through June 6, 2020 with an option to issue a second and third twelve (12) month contract under the same pricing, terms and conditions. The second and third contract, if agreed upon by both parties, would begin the day after the first or second contract expires. Any successive contract must have written approval of both the County and the Vendor, no later than thirty (30) days prior to the expiration of the previous contract.

**SIGNATURE OF BIDDER FOR INDIVIDUALS AND PARTNERSHIPS**

NAME OF COMPANY \_\_\_\_\_

BY \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**SIGNATURE OF BIDDER FOR CORPORATIONS:**

**NAME OF COMPANY** \_\_\_\_\_

**BY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

# AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for    County    State

## Evaluation of Bids

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

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**Firm**

---

**Street Address**

---

**Signed By**

---

**Mailing Address**

---

**Title**

---

**City**

---

**Area Code & Telephone**

---

**Delivery Time from Date of Order**

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**Federal Tax I.D. #**