

State of Alabama Department of Transportation Master Agreement



CONTRACT INFORMATION

MASTER AGREEMENT NUMBER:

24-009

Begin Date:

4/1/2024

Expiration Date:

3/31/2025

CONTRACT DESCRIPTION

Roadside Mowing & Litter for District 15 Gadsden

VENDOR INFORMATION

Name/Address:

Orr Contracting

on contracting

4058 Sweetwater Road

Robbinsville NC 28771

Contact:

Lloyd Scott Orr

828-479-8868

President

| Line# | Description | UOM | Unit Price |
|----------|-----------------|------|------------|
| 1 | Roadside Mowing | Acre | \$67.00 |
| 2 | Line Trimming | LF | \$0.15 |
| 3 | Litter Pickup | Mile | \$235.00 |



STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION PROCUREMENT OFFICE BID SOLICITATION



| | REQUEST FOR BIDS | |
|--|--|--|
| BIDS WILL BE ACCEPTED FR | OM: February 9, 2024 | |
| | TO: March 12, 2024 5:00 | D PM |
| BIDS WILL BE OPER | NED: March 13, 2024 10: | 30 AM |
| | TO BE COMPLETED BY VENDOR | |
| Information in this section should be provide notarization. | led as appropriate. Bid Response must be in in | k or typed, to include original signature and |
| 1. Delivery: Can be made days or _ | weeks after receipt of order. | |
| 2. Terms: (Discounts ar eta | aken without regard to date of payment) | |
| 3. Prices valid within <u></u> 40 days. | | |
| 4. Vendor's quotation reference number, if a | iny: | |
| 5. E-mail address: Orrhouse @ hu | ighes-net | 0 |
| 6. General Contractor's License No.: 36 | 7663 Type of G.C. License | Renewal |
| | | |
| | Return Invitation to Bid to: bids@dot.state.al.u | <u>s</u> |
| | Please include Bid # in Subject Line | |
| | Signature and Notorization Required | |
| | th each item offered at the price quoted. I herels in restraint of freedom of competition by agree | A.B [- 14] 전에 가는 사용 시에 가장 가장 가장 사용 시에 가장 수 있다. 사용 시에 가장 사용 시에 가장 수 있다. |
| Subscribed before me this | VSS Vendor Number | Authorized signature (Ink) |
| 10 Day of March, 2024 | Or Contracting Inc. | Lloyd Scott Orr |
| CI D act of | Company Name | Type/Print Name |
| Shully Alwall | Hoses notice of | President Corrors |
| Notary Public (, | Mail Address | Title |
| Term Expiration: Vuly, 21, 2024 | Mail Address | EC! SEAT |
| Term expiration: $\frac{4000, at,}{2000}$ | Robbinsville, UCA8771 | 11-17-90 |
| 0 | City, State, Zip | Tall Free Number |
| | City, State, Zip | Toll Free Number |
| | (BAR) 479-881.8 | "14. * " |
| (2 | Phone Including Area Code | Fax Number |
| * The second sec | Filone including Area Code | rax ivullibel |

| NORTH REGION GUNTERSVILLE -GADSDEN DISTRICT MOWING | | | | | |
|--|-----------------|---------------------|---------|--|--|
| Line # | Description | Quantity Measure | PRICING | | |
| 1 | ROADSIDE MOWING | ACRE | 67.00 | | |
| 2 | LINE TRIMMING | LF | .15 | | |
| 3 | LITTER PICKUP | MILE | 235.00 | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDD/YYYY) 05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFF() RDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Dana Frantz TIS Insurance Services, Inc. PHONE (AIC, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 1900 N, Winston Rd. dfrantz@lisins.com Suite 100 INSURER(S) AFFORDING COVERAGE NAIC # Kroxville TN 37919 INSURER A: Associated industries ins. Co./RPS Lex 21340 INSURED Stonewood Insurance Co. INSURER B : 11828 Orr Contracting, Inc. INSURER C PO Box 310 INSURER D INSURER E : Robbinsville NC 28771 (NSURER F : **COVERAGES CERTIFICATE NUMBER:** 23/24 GEN **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD NSR TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAM/GE TO RENTED PRENTISES (En occurrence) CLAIMS-MADE X OCCUR 100,000 **Owners & Contractors Protective** MED EXP (Any one person) AE\$120123302 04/01/2023 04/01/2024 1.000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: s 2,000,000 GENERAL AGGREGATE PRO-POLICY 2.000,000 PRODUCTS - COMP/OP AGG OTHER: **AUTOMOSILE LIABILITY** COMFINED SINGLE LIMIT (Ea at cident) \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per a poldent) UMBRELLA LIAB QCCUR 5,000,000 EACH OCCURRENCE EXCESS LIAD EXA120647302 04/01/2023 04/01/2024 CLAIMS-MADE 5,000,000 AGGREGATE DED RETENTION S WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY ERTUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 500,000 E.L. BACH ACCIDENT WC10000801492023A 04/01/2023 04/01/2024 (Mandatory in MH) 500,000 E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Guntersville Area/Gadsden District **Etowah County CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Alabama Department of Transportation 1409 Coliseum Boulevard AUTHORIZED REPRESENTATIVE Chris + Outro Montgamery AL 36110



Bid Bond

CONTRACTOR:

Vame, legal status and address)
Orr Contracting, Inc.
PO Box 310
Robbinsville, NC 28771

SURETY:

(Name, legal status and principal place of business) Merchants Bonding Company P. O. Box 14498 Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Alabama Department of Transportation 1409 Coliseum Blvd, Room E-108 Montgomery, AL 36110

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Roadside mowing 2024 North Region - Guntersville Area Gadsden District

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project and provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished the provision is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March

Orr Contracting, Inc.

(Witness)

Orr Contracting, Inc.

(Principal) flug Scott

(Title)

Merchants Bonding Company

(Seal)

(Title)

Lavonne Sherrod, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Charles C Martin; Donald B Wake; James F Oakes; Lavonne Sherrod; Leanne Hammons; Linda M Howard

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice F'resident shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of

August

2022

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BOILDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 25th day of August 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the On this 25th day of seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON

Commission Number 750576 My Commission Expires January 07, 2023

Folly Muson

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12 thay of Warry 2024

10 NATIONAL STORY OF THE SEAL OF

POA 0018 (1/20)

STATE OF ALABAMA

BD LIMIT:

UNLIMITED AMOUNT:



39063

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RENEWAL

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THS IS TO CERTIFY THAT

ORR CONTRACTING INC

ROBBINSVILLE, NC 28771

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS-S: EROSION CONTROL / MOWING

until May 31, 2024

when this Certificate expires

Witness our hands and seal of the Board, dated Montgomery, Ala.,

13th day of June, 2023

SECRETARY-TREASURER