

Invitation for Bids

Sealed proposals will be received by the Montgomery County Commission Purchasing Department at its office at 101 South Lawrence Street, Montgomery, Alabama, 36104 at **10:00 a.m., CST on Monday March 30, 2026**, at which time and place bids will be publicly opened and read. Bidders are responsible for ensuring that their bids are received prior to bid opening date and time.

A Mandatory Pre-Bid Meeting is scheduled for Wednesday March 18, 2026, at 10:00 a.m. CST at the Mac Sim Butler Montgomery County Detention Facility located at 225 South McDonough Street, Montgomery, Alabama, 36104.

All bids must be submitted in a sealed envelope bearing on the outside the title of work, name of the bidder, and the date of the bid opening. Envelopes containing bids must be addressed as follows and delivered to Montgomery County Commission Purchasing Department, 101 South Lawrence Street, Montgomery County Administrative Building Annex III, Montgomery, AL 36104: **Bid No.51100-26B-013 Replacement of Rooftop HVAC Units**

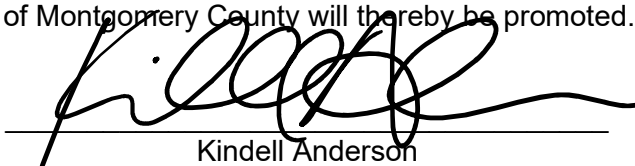
The Work of the project (Work) includes but is not limited to providing and installing two (2) rooftop HVAC Units at the Mac Sim Butler Montgomery County Detention Facility located at 225 South McDonough Street, Montgomery, AL 36104, and any other work specified in this invitation to bid (ITB), and any contract entered into by the parties with respect to this project. The project (Contract) shall be completed within one hundred and twenty (120) working days.

A cashier's check or bid bond payable to Montgomery County Commission in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal.

A performance bond in the form and terms approved by Montgomery County in an amount not less than the Contract price will be required at the signing of the Contract if the Contract exceeds \$100,000.00. In addition, the successful bidder on this project (Successful Bidder) must furnish to Montgomery County, prior to performing any Work on the project, a certificate of insurance coverage as provided in the specifications herein, and documentation demonstrating the Successful Bidder's enrollment in the E-Verify Program.

Bids must be submitted on proposal forms furnished by Montgomery County or copies thereof. All bidders bidding an amount exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8 *Ala. Code* (1975) as amended, and must show evidence of licensure before bidding or bid will not be received or considered. Bidders shall show evidence by clearly displaying their current license on the outside of the sealed envelope in which the proposal is delivered. Bidders must also include their current license number on the Proposal Form. Bidders may not withdraw bids within thirty (30) days after the actual date of the opening thereof.

Montgomery County reserves the right to reject any and all proposals and to waive technical errors, if, in its judgement, the best interests of Montgomery County will thereby be promoted.



Kindell Anderson
County Administrator and Purchasing Agent.

GENERAL INFORMATION

Montgomery County reserves the right to waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of Contract.

Montgomery County will, at its option in awarding this Contract, and in compliance with *Ala. Code § 41-16-50* (1975) award the Contract to a bidder within its county limits if the bid is no more than five percent (5%) greater than the lowest responsible bidder.

Montgomery County may include in the specifications minimum service times. Should the Successful Bidder fail to perform service within the time allotted in the bid documents, Montgomery County may, at its option, exercise its right to deduct from the billing of the Successful Bidder one hundred (\$100.00) dollars per day for each day the service is late. This amount is fixed and agreed upon by the Successful Bidder and Montgomery County because of the impracticability and extreme difficulty in ascertaining the actual damage Montgomery County would sustain in such an event.

Signing of the bid by the Successful Bidder and subsequent acceptance by Montgomery County of the lowest responsible bid will constitute a binding agreement between Montgomery County and the Successful Bidder. The Successful Bidder understands and agrees that no Contract payment will be made until Montgomery County certifies that all stated specifications have been complied with and the service has been performed in full and approved by Montgomery County.

Bids will be evaluated and submitted to Montgomery County for approval as soon as possible after the bid deadline.

Upon awarding the Contract to the Successful Bidder, Montgomery County will send a complete set of Contract documents for the project (Contract Documents) which will include the final agreed-upon price. The Successful Bidder will then sign the Contract Documents and return them for signing by Montgomery County. Each party will retain a fully executed set of Contract Documents.

The Successful Bidder agrees to protect, defend, indemnify, and hold harmless Montgomery County and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges or other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the Work agreed to or performed by Successful Bidder under the terms of any Contract that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

PART I – INFORMATION / SPECIAL CONDITIONS

1.01. Purpose

Montgomery County is actively seeking bids from qualified bidders, here for the purpose of providing and installing two (2) rooftop HVAC units at the **Mac Sim Butler Montgomery County Detention Facility located at 225 South McDonough Street, Montgomery, AL 36104**. The Successful Bidder agrees to furnish all necessary labor, tools, equipment, and ancillary materials required to perform and complete all Work required for the project at the location listed above in full accordance with the specifications, terms, and conditions contained in this (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Lamar Allen, General Services Director, Support Services, Montgomery County. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addenda

Any questions that bidders wish to have addressed, and which might require an addendum to their proposal must be submitted to Montgomery County Purchasing Department in writing at least 7 days prior to bid due and open date.

1.04. Mandatory Pre-Bid Meeting

There is a Mandatory Pre-Bid Meeting scheduled for Wednesday March 18, 2026, at 10:00 a.m. CST. at the Mac Sim Butler Montgomery County Detention Facility located at 225 South McDonough Street, Montgomery, Alabama.

1.05. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing services like those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary for bidders to produce evidence that they have established a satisfactory record of performance for a reasonable period.

1.06. Performance

It is the intention of Montgomery County to obtain the services specified herein from a source of supply that will give prompt and convenient service. The Successful Bidder must be able to perform as required under the Scope of Services. Any failure of a Successful Bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by Montgomery County. Montgomery County reserves the right to obtain these services from other sources, when necessary, should Successful Bidder be unable to perform on a timely basis.

1.07. Contract Term

The initial term of the Contract between Montgomery County and the Successful Bidder shall be one hundred twenty (120) working days. Montgomery County reserves the right to extend the Contract for additional periods, provided both parties agree in writing to the extension. Unless otherwise agreed to in writing by both parties, all the terms, conditions, and specifications under the Contract shall remain the same in the event of an extension.

1.08. Cost Adjustments

The total cost as quoted herein shall remain firm for the term of the Contract. Cost adjustments must be presented as a change order and approved by the Purchasing Department prior to any additional work being performed. Montgomery County may, after examination, refuse to accept the adjusted

costs if they are not properly documented, increases are excessive, or decreases are considered to be insufficient. In the event Montgomery County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of Montgomery County, the Contract may be canceled by Montgomery County upon giving ten (10) days' written notice to the Successful Bidder.

1.09. Price

All bidders will quote a firm, fixed cost on the Bid Proposal page. Pricing shall include all costs associated with this project, such as, but not limited to, labor, equipment, fuel charges, management, installation, electrical, etc.

1.10. Evaluation/Award

Montgomery County reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that an award will be made within 30 days of the bid opening.

1.11. Insurance

Minimum Insurance Requirements

- Successful Bidder shall provide a Certificate of Insurance prior to commencement of Work and upon insurance policy renewals, and will maintain, at least, the minimum insurance requirements throughout the term of the Contract.
- All insurance policies shall be issued by insurance companies that have an A. M. Best rating of A- or better.
- Montgomery County shall receive 30 days' Notice of Cancellation for any reason, including non-payment of premium, and notice of substantial changes in limits and/or coverage.
- By requiring such minimum insurance, Montgomery County shall not be deemed or construed to have assessed the risk that may be applicable to the Successful Bidder. The Successful Bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Successful Bidder is not relieved of any liability or other obligations assumed pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Business Auto Liability Insurance:

1. Coverage will be provided by the Insurance Services Office ("ISO") Business Auto Coverage form or equivalent.
2. The Montgomery County Commission will be named as additional insureds on a primary and non-contributory basis, with waiver of subrogation in favor of the Montgomery County Commission.
3. Coverage for any auto, which includes hired and non-owned auto liability
4. Minimum Limits Required: \$1,000,000 Combined Single Limit
 - a. Option: If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Commercial General Liability:

1. Coverage will be provided by the ISO Commercial General Liability ("CGL") Coverage form CG 20 10 11 85 on an occurrence basis for ongoing and completed operations, or an equivalent liability form that is at least as broad.

- a. Option: If CGL coverage is claims-made form, coverage shall have an extended reporting period and remain in effect for 36 months after completion of the Contract.
2. This insurance will cover contractual liability and the insurable obligations of indemnification and hold harmless terms.
3. The Montgomery County Commission will be named on the CGL policies as additional insureds for claims arising out of, in whole or in part, the product and/or operations of the Successful Bidder and/or its vendors and subcontractors on a primary and non-contributory basis, with waiver of subrogation in favor of the Montgomery County Commission.
4. Required minimum limits "per project" basis or as an Owners and Contractors Protective Liability Policy in the name of Montgomery County, the Successful Bidder and subcontractors in the following amounts:
 - \$1,000,000 per occurrence/\$2,000,000 General Aggregate
 - \$2,000,000 Products-Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit

Workers Compensation & Employers' Liability Insurance:

1. Part 1: State Statutory Workers compensation insurance
2. Part 2: Employers' Liability-Minimum Limits Required: \$1,000,000 Each Accident/\$1,000,000 Disease-Each Employee/\$1,000,000 Policy Limit
3. Coverage will have Waiver of Subrogation in favor of the Montgomery County Commission.

Commercial Umbrella/Excess:

1. Coverage should apply as a following form excess over the coverage provided by the Commercial General Liability, Business Auto Liability, and Employers' Liability coverages
2. Minimum Limits Required: \$1,000,000 per occurrence/\$2,000,000 General Aggregate

Builders' Risk/Installation Floater:

The Successful Bidder shall maintain builder's risk insurance /installation floater in the amount of the contract until final completion of the project.

Environmental/Contractors Pollution Liability:

1. Insurance should provide coverage for pollution incidents involving, but not limited to, refrigerant releases, chemical spills, environmental contamination, and liabilities associated with air quality.
2. The Montgomery County Commission will be named as additional insureds on a primary and non-contributory basis.

1.12. Permits

Successful Bidder must apply, pay for and obtain any and all permits required in order to perform the Work on this project. Additional fees or fines due to violation of the rules of the permitting authorities shall be the responsibility of the Successful Bidder. All required acts shall be performed in accordance with the requirements of the agency or agencies having jurisdiction. Such acts shall be performed at no additional cost to Montgomery County.

1.13. Laws / Ordinances

Successful Bidder shall observe and comply with all Federal, State, Local, and Municipal Laws, Ordinances, Rules, and Regulations that would apply to the Work and/or the parties' Contract.

1.14. E-Verify Requirements

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act"), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Act also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by affidavit signed before a notary. Any subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

1.14. Period of Installation

All Work must be completed within one hundred and twenty (120) days from the date of receipt of the notice to proceed.

1.15. Final Payment

Successful Bidder, immediately after the completion of the Contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area for a period of three (3) successive weeks. Proof of publication of said notice shall be made by the Successful Bidder to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials is requested to file notice of such claims with Montgomery County. The final payment shall not be made upon the Contract until the expiration of 30 days following (1) full compliance with the advertising requirements for the notice of completion, (2) all necessary cleanup on the project has concluded; and (3) Montgomery County receives written verification of completion and intent to warranty job.

PART II – SCOPE OF SERVICE

2.01. General

Successful Bidder shall furnish all labor, materials, and equipment necessary to replace two (2) rooftop HVAC units. The price shall include all charges. All services shall be made on a schedule to be determined by Montgomery County and shall be on a timely basis. If any deposits for equipment or material are required by the bidder, such deposits shall be stated and included in the bid price.

Installation will be performed by the Successful Bidder during regular hours of operation, except when special conditions require installation to be conducted after regular working hours or on weekends.

2.02. Location

The location is Mac Sim Butler Montgomery County Detention Facility located at 225 South McDonough Street, Montgomery, AL 36104.

2.03. Scope of Services

The Successful Bidder shall provide all labor, materials, and equipment necessary to complete the work detailed below.

Work includes:

The Replacement of two (2) Trane Rooftop HVAC, or acceptable equivalent:

- 1-1 YCD600A4
- 2-1 YCD480A4

New Units must:

- Be Dehumidification Capable
- Include: DX Cooling, Natural Gas Heat, R-454B Refrigerant, Stainless Steel Heat Exchanger, 100% Power Exhaust, 0-100% Economizer, Dry Bulb Control, Factory Powered Ground Fault Outlet with Disconnect Switch, Condenser Coil Guards, Adv Control & BA Cnet/Modbus Comm., Standard Efficiency, 5-Year Replacement Compressor Warranty, 1-Year Labor Warranty, 1-Year Refrigerant Warranty]

Successful Bidder's Responsibilities:

- The Successful Bidder shall perform all work and installation of materials per the manufacturer's recommendations.
- The Successful Bidder shall properly remove and dispose of existing units.
- The Successful Bidder is responsible for all cranes, lifting and rigging to remove existing units and the installation of new units.
- The Successful Bidder shall use existing electrical power, electrical disconnect, gas lines and ductwork, and reuse the extent possible.
- The Successful Bidder shall install ductwork, electrical, control or piping modifications to new unit.
- The Successful Bidder is responsible for repairing any damage caused by the Work.
- Successful Bidder shall properly seal new units to existing duct work.
- The Successful Bidder must provide, install and start-up a Distech EC BOS JACE.
- The factory start-up by equipment manufacturer is required for HVAC Replacement units
- The Successful Bidder shall keep the premises free from an accumulation of waste material caused by its Work.
- The Successful Bidder shall erect all warning signs and provide the appropriate personnel, if required and all other items required to safely handle traffic through Work area.
- The Successful Bidder shall be responsible for the safety of the job site.
- The Successful Bidder shall comply with the applicable requirements of the Occupational Safety and Health Act of 1970.
- At the completion of the Work, the Successful Bidder shall remove all waste materials and rubbish from the Work areas as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to its original condition.

PART III-ADDITIONAL REQUIREMENTS OF BIDDER

- 3.01** The Successful Bidder will be required to have a current business license and State Contractor's License.

Preparing and Submitting Bids

All bids must be typed or handwritten in ink on the attached Bid Submittal Forms. Bids submitted in pencil and bids not submitted on the Bid Submittal Form will not be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.

The Bid Submittal Form and all required documentation shall be forwarded to Montgomery County Commission Purchasing Department, clearly marked on the outside of the envelope as "**Bid No.51100-26B-013 Replacement of Rooftop HVAC Units**". Facsimiles, emails, and oral bids will not be accepted. Bids submitted by mail services must be in a separate inner envelope or package sealed and identified as stated above. Bids that are prematurely opened due to failure to bidder to appropriately mark the package may not be considered.

All bids must be received prior to the bid opening. Bids received after the deadline will not be opened.

Bidders may submit modifications or changes to the bid provided any such modification is marked as such and is received prior to the bid opening.

Copies of the following shall be included with the bid and numbered according to the number assigned below (1-8).

1. The Bid Submittal Form must be used to provide the bidder's firm, fixed cost for goods and services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions.
2. Proof of minimum of two (2) years' experience installing commercial HVAC systems of similar size project and specifications.
3. Three (3) references for the satisfactory completion of the delivery and installation of a comparable size HVAC project.
4. A cashier's check drawn on an Alabama bank or a bid bond in compliance with the State of Alabama, payable to the Montgomery County Commission.
5. The bid shall also include a written statement under oath disclosing any relationship between the bidder and the architect, engineer, or other party to the project or between the officers thereof.
6. The bid shall include a non-collusion affidavit.
7. The bid shall include a copy of the Certificate of Compliance with ACT-2016-312.
8. Signed copy of any addenda, as applicable.

Bid Submittal Form

Company Name: _____

Address: _____

Company Representative _____

Title: _____

Email Address: _____ Phone No. _____

License No. _____

By submitting this bid, we agree:
Initials

That the replacement rooftop units identified in the bid and any services meet the bid specifications. _____

That the bid price will be honored for the period through the contract term. _____

That project provided from awarded bidder will be as described in this bid at the bid price. _____

That the company representative listed above will be the source of contact for the contract. _____

That awarded bidder will be responsible for providing all goods and services included in the ITB _____

That the bid includes the forms required under Alabama Law and as defined in this ITB _____

That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB _____

That the Bidder will provide a Bid Bond, Performance Bond and Insurance Certificate as required by this ITB _____

Signature of company representative submitting bid:

_____ Title: _____

Bid Submittal Form

Bidder Name: _____

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for complete job. Cost should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Quantity	Description	Total Price
2 Each	The Replacement of Trane Rooftop Unit Manufacturer Name _____ Model No. _____	 \$ _____

By signing below, bidder agrees to supply the good and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by: _____
Name (printed) Signature

Date Title

NON-COLLUSION AFFIDAVIT

State of _____ Bid # _____

County of _____

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ its affiliates, subsidiaries, officers directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)
above representations are material and important and will be relied on by _____
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____
(Name of Public Entity)

of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____.

(Notary Public) My Commission Expires _____

BID BOND

The PRINCIPAL (Bidder's Name and Address)

The SURETY (Name and Principal Place of Business)

The OWNER (Name and Address)

The PROJECT for which the Principal's Bid is submitted: *(Project name as it appears in the Bid Documents)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____ .

ATTEST:

PRINCIPAL

By _____

Name and Title

ATTEST

PRINCIPAL:

By _____

Name and Title SURETY: _____

By _____

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into this _____ day of _____, between Montgomery County, Alabama ("Owner"), Montgomery County Commission, Administrative Building Annex III, 101 South Lawrence Street, Montgomery, AL 36104 and ("Contractor"), Address for the work of the project, identified as: Replacement Rooftop HVAC Units, Bid No. 51100-26B-013

Unit Prices and Quantities to be Inserted

The CONTRACT DOCUMENTS are dated _____ and have been amended by Addenda: _____

The CONTRACT SUM is _____ Dollars

(\$ _____) and is the sum of the Contractor's Base bid for the Work and the following:

The CONTRACT TIME is one hundred and twenty (120) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in the Notice to Proceed.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to one hundred and 00/100 Dollars (\$100.00) per calendar day.

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No. _____ Bid Limit: _____ Classification: _____

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law.

SIGNATURE OF CONTRACTING PARTIES

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ hereinafter called the Principal, and
(Insert here the name & address of legal title of the Contractor)

(Insert here the name and address of legal title of one or more sureties)
hereinafter called the Surety or Sureties, are held and firmly bound unto the _____
County Commission, a political subdivision of and Body Corporate in the State of
Alabama, hereinafter called the Owner in the penal sum of _____ Dollars
(\$_____) for the payment whereof the Principal and the Surety or Sureties
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____
(Date of Contract)
entered into a contract with the Owner (hereafter "Contract") for:

BID NO. 51100-26B-013 REPLACEMENT OF ROOFTOP HVAC UNITS

which Contract is by reference made a part hereof,

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and agents from all cost and damage 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 for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on this Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way affect their obligations on this bond, and they do 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Joint Venture or Corporation)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
_____	(Print Name)
_____	(Print Name)
_____	(Title)
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
_____	(Print Name)
_____	(Print Name)
_____	(Title)
_____	(Title)

By: _____ (Contractor's Signature)	_____
_____	(Witness)
_____	(Print Name)
_____	(Print Name)
_____	(Title)
_____	(Title)

NAME OF SURETY

By: _____
ATTORNEY-IN-FACT

NOTICE TO INSURANCE PRODUCER:

Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

PRODUCER'S COMPANY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal, and _____
(Insert here the name & address of legal title of the Contractor)

_____ as Surety, are held and firmly
(Insert here the name and address of legal title of one or more sureties)

bound unto said _____ County, a political subdivision of and body corporate in the State
of Alabama, hereinafter called the Obligee, in the penal sum of
_____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum and truly to be made, we bind
ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, said principal has entered into a certain contract with said Obligee, dated
_____ 20___. (Hereinafter called the Contract) for
(Date of Contract)

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which Contract and the specifications for said work therein shall be deemed a part hereof as fully as
if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal and all
subcontractors to whom any portion of the work in said Contract is sublet and all assignees of said
Principal and of such subcontractors shall promptly make payments to all persons supplying them
with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract,
or any amendment or extension of or addition to said Contract, and for the payment of reasonable
attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the
contractor arising out of or in connection with the said contract, then the above obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the
prosecution of the work provided for in said Contract shall have a direct right to action against the
Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted
in the county in which the work provided for in said Contract is to be performed or

in any county in which said Principal or Surety does business. Such right of action shall be asserted
in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit
against the Principal and Surety or either of them (but not later than one year after the final
settlement of said Contract falls due) in which action such claim or claims shall be adjusted and
judgment rendered thereon.

The Principal and Surety hereby designate and appoint the President/Chairman of the County
Commission of _____ County, _____ County, State of Alabama, or his successor or representative as the

agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(b) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said Contract.

(d) This Bond is given pursuant to Ala. Code §39-1-1 (1975), as amended.

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