



**State of Alabama
Department of Transportation
Master Agreement**



CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: 24-009
Begin Date: 4/1/2026
Expiration Date: 3/31/2027

CONTRACT DESCRIPTION

Roadside Mowing & Litter for District 15 Gadsden

VENDOR INFORMATION

| | |
|--|--|
| Name/Address: Orr Contracting 4058 Sweetwater Road Robbinsville NC 28771 | Contact: Lloyd Scott Orr 828-479-8868 <u>President</u> |
|--|--|

| 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 FROM: | February 9, 2024 |
| TO: | March 12, 2024 5:00 PM |
| BIDS WILL BE OPENED: | March 13, 2024 10:30 AM |

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed, to include original signature and notarization.

1. Delivery: Can be made _____ days or _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment)
3. Prices valid within 90 days.
4. Vendor's quotation reference number, if any: _____
5. E-mail address: Orr house @ hughes-net
6. General Contractor's License No.: 39063 Type of G.C. License Renewal

Return Invitation to Bid to: bids@dot.state.al.us
Please include Bid # in Subject Line

Signature and Notorization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

Subscribed before me this

10 Day of March, 2024

Shirley Stewart

Notary Public

Term Expiration: July 21, 2024

VC 000128508
VSS Vendor Number

Orr Contracting, Inc.
Company Name

4058 Sweetwater Rd
Mail Address

Robbinsville, NC 28771
City, State, Zip

(828) 479-8868
Phone Including Area Code

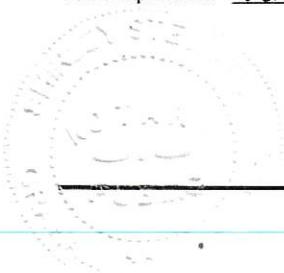
Lloyd Scott Orr
Authorized Signature (Ink)

Lloyd Scott Orr
Type/Print Name

President
Title

Toll Free Number

Fax Number



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 |



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, 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.

OWNER:

(Name, legal status and address)

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

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

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 (1) 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, any 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 intent 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, 2024.

Barbie Jew
(Witness)

Leanne Hammon
(Witness)

Orr Contracting, Inc.

Scott E. Orr
(Principal)

(Title)

Merchants Bonding Company

Lavonne Sherrod
(Surety) (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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (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 President 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 authority 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.

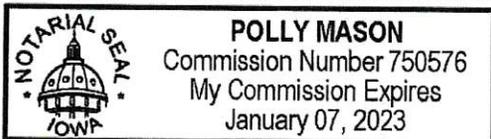


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
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 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
Notary Public

(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 12th day of March, 2024



William Warner Jr.
Secretary

STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 39063

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS 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.,

195248

13th day of June, 2023

Michael B. Tate SECRETARY-TREASURER

Charles A. Gable, Jr. CHAIRMAN