

# ***Pike County Road Department***

301 Riverview Drive  
Troy, Alabama 36079

DERICK DONALDSON  
COUNTY ENGINEER

Mailing Address  
P. O. Box 131  
Troy, Alabama 36081

PHONE (334)566-4508  
FAX (334)566-0622

## **REQUEST FOR BIDS**

### **BID NO. 2025-10**

The Pike County Commission will receive competitive bids for the following services to meet the specifications as set below. The Commission reserves the right to accept or reject any or all bids.

Sealed BIDS will be received, and may be hand-delivered, in the office of the Pike County Engineer, located within the Herbert E. Huner Engineering and Maintenance Facility at 301 Riverview Drive, Troy, Alabama, until **11:00 A.M., Monday, May 12, 2025**, and then at said location, opened and read aloud. BIDS MAY BE MAILED TO: Pike County Commission, c/o Pike County Engineer, P.O. Box 131, Troy, Alabama 36081. The bidder must furnish a bid bond or certified check payable to the Pike County Commission in the amount of Five (5%) percent of his bid amount, and submitted on the attached form.

### **HIGHWAY RIGHT-OF-WAY MOWING: Contract Period 5/26/2025 – 09/30/2025**

HIGHWAY RIGHT-OF-WAY MOWING will be performed on county right-of-way along the paved roadways maintained by Pike County. ALL BIDS must be submitted in a sealed and labeled envelope.

**Please clearly label envelope as:**      ***BID NO. 2025-10 ENCLOSED FOR MOWING***

### **SPECIFICATIONS:**

#### **1. TERMS AND DEFINITIONS**

- a. **Approval/Acceptance:** the lengths inspected and approved by the Engineer for compliance with the specifications in this contract.
- b. **Omitted**
- c. **Centerline Mile:** The linear distance in miles measured along the centerline of a roadway. For payment purposes under this contract, the quantity of centerline miles, measured to the nearest 1/100 of a mile, will include mowing of the areas along both sides of the roadway. Where only one side of a particular section of roadway is mowed, the quantity for payment will be one-half of the total length, in centerline miles, of that particular section.
- d. **Contractor:** A person, firm, or corporation to whom the work under this Pike County Bid No. **2025-10** is awarded, and who successfully obtains bonds, insurance, and other requirements of these specifications for issuance of the Notice to Proceed.
- e. **Established Trees and Shrubs:** trees and shrubs planted for aesthetics by homeowners, and trees greater than 2 inches in caliper (all measurements at 4-1/2 feet above the ground).
- f. **Engineer:** The Pike County Commission appointed Pike County Engineer, or assigns.
- g. **Mowing Cycle:** the time required to complete the mowing of all County maintained paved roads rights-of-way in one-time period. A Complete Cycle is to be without interruption, continuous from one section to the other, to the satisfaction of the Engineer. The order of mowing may be specified by the Pike County Engineer.
- h. **Mowing Complete:** the accepted and approved required mowed areas to the accepted limits.

- i. **Mowing Limits: Item 1 (Full Width):** all areas of Pike County paved roads rights-of-way normally mowed by Pike County consisting of the shoulders, slopes, ditches and areas mowable with tractor and mowing equipment within the right of way (ROW) on a 2:1 or flatter slope to the natural tree line, and trimming (chemical or mechanical) around, under, front, back, and beside roadside objects.  
**Areas of Pike County Highway Rights of Way which are normally mowed by individuals or agencies other than Pike County will be omitted as directed by the Engineer. These areas have been accounted for in the estimated quantities listed on page 7 of these bid specifications.**
- j. **Natural Tree Line:** that edge of the community of hardwood and non-hardwood trees greater than 3 inches in caliper. Typically, the maximum trunk to trunk distance is less than ten (10) feet apart. Bamboo and other Canes are not considered as trees in this definition.
- k. **Non-Refundable Deductions:** those areas in non-compliance with the terms and specifications of this Contract that will result in deduction of centerline miles from the quantities measured to the 1/100 of a mile.
- l. **Roadside Objects:** items within the ROW, natural and artificial which may include but are not limited to sign posts, delineator posts, guardrails, headwalls, wingwalls, catch basins, bridge ends, mail boxes, established/planted trees, landscaped beds, natural tree line, fences (electrical and multi-wire), and power poles.
- m. **Shadow Vehicle:** a vehicle used to warn/buffer mowing operations that may interfere with traffic. This is interpreted as work within four (4') feet of the Edge of Pavement (EOP) or traveled way.
- n. **Traveled Way:** the part of the roadway used for the movement of traffic excluding the shoulders.
- o. **Vegetation:** all woody, grass, and weed plants, two (2") inches and less in caliber that are naturally occurring.

## 2. EQUIPMENT

- a. **Tractors and Mowers:** All equipment considered for use shall be subject to inspection and acceptance for good mechanical upkeep and functioning for the work intended for the work. Decisions by the Engineer relevant to upkeep and functioning shall be final.
  - 1. Assign appropriate equipment at the quantities needed to meet the schedule(s).
  - 2. Tractor and Mower Equipment: Each tractor shall have a flashing amber light capable of visibility of 500' in broad day light, two nine (9") orange flags, an eighteen (18") slow moving vehicle placard.
  - 3. Acceptable guards shall be installed on all mowers and trimming equipment to prevent objects from being thrown from the mower. Any equipment unacceptable to the Engineer will not be allowed to operate until the guards are in place and properly maintained.
  - 4. Mower blades will be sharp, straight, true, and balanced. Blades deemed unacceptable to the Engineer will not be allowed to operate until replaced or corrected.
- b. **Identification:** Contractor name shall be clearly marked and visible in a prominent location on all equipment and vehicles used under this contract.
- c. **Support Vehicles:** Support vehicles such as cars, pick-up trucks and service trucks shall be equipped with a flashing amber light capable of visibility in 500' of board daylight.

## 3. MOWING COMPLETE REQUIREMENTS

- a. **Mowing Cycle(s)** Mowing operations shall begin on the commencement date or on a date approved by the Engineer. A Mowing Cycle shall be completed without interruption, within the time frame listed to satisfaction of the Engineer. **Any mowing cycle under this contract shall begin within 10 days of the notice to proceed. The number of mowing cycles required under this contract will be as directed by the Engineer. Each mowing cycle shall be completed within 50 calendar days. (Typical cycle dates: Full width 05/25 thru 07/25; Safety Mowing 10/01 thru 12/01) Dates subject to change by County Engineer.**

- b. **Mowing Limits for Each Cycle:** All mowable areas shall be as defined in Section 1(i) of the specifications.
- c. **Mowing Cycle Extensions:** Completion dates will not be extended unless during the Mowing Cycle, the U.S. President, the Alabama Governor, or Pike County Commission Chairman declares a State of Emergency due to a Natural Disaster such as flood, hurricane, or otherwise upon written approval of the Engineer.

#### 4. **TRAFFIC CONTROL REQUIREMENTS AS AN OBLIGATION OF THE CONTRACT**

- a. **Manual on Traffic Control Devices (MUTCD). Current Edition:** The MUTCD shall be used to develop traffic control plans and specify devices in the Mowing Work Zone. Specific traffic control and safety requirements included in the Specifications shall be considered minimum requirements and shall not be considered as full compliance with the MUTCD. Compliance with the MUTCD shall be the responsibility of the contractor.
- b. **Traffic Control Signs:** Signs must be a rigid, one-piece material meeting the standards of the MUTCD. Roll-up signs may be used that meet the MUTCD standards. "MOWING AHEAD" (W21-8) signs shall be placed at each end of the Mowing Work Zone.
- c. **Mowing Work Zone Limit:** Do not exceed a five (5) mile work zone for any roadway. Additional work zones will be allowed, but will be separated by a minimum two (2) miles and delineated with separate "MOWING AHEAD" (M21-8) signs at each end.
- d. **Shadow Vehicles:** Shadow vehicles shall be used when working or traveling within two (2') of the EOP, crossing lanes, traveling on the shoulder, traveling on roads, or moving equipment to other locations.
  - 1. Operations may be restricted when in the opinion of the Engineer continuing work would seriously hinder traffic or is unsafe.
  - 2. Movement of equipment or materials on or across the roadway shall be in a safe manner that will not interfere with traffic.

#### 5. **SAFETY AND INCIDENT REPORTING REQUIREMENTS**

- a. **Suspend Operations:** If weather or other conditions prevent mowing operations from being carried out in an effective and safe manner, notify the Engineer immediately. Likewise, the Engineer may order a suspension of the mowing operations if weather conditions prevent safe and effective operations.
- b. **Notification of Incident/Accident:** Immediately notify the Engineer by telephone of any incident or accident that involves the Contractor.
  - 1. Submit a written report to the Engineer within forty-eight (48) hours after the incident or accident. Completely describe the event. Provide the names, addresses and telephone numbers of individuals and provide information on extent of injuries and damages.
  - 2. Employees of the contractor shall carry a business card with the Contractors name, address, phone number and provided to the parties involved in the incident or accident.
- c. **Resolution of Damages:** Damage to roadside objects, such as mailboxes or other items shall be repaired or replaced with a like item (equal or better) at the Contractor's expense. Damage to County property will be repaired at no cost to the County, or the cost of repair or replacement shall be deducted from the Contract payment.
- d. **Mowing Equipment:** While in operation the mowers shall be on the ground. Operating tractor mowers with the deck in a vertical position along the roadway is strictly prohibited.
- e. **Parking Equipment:** The safe staging or parking of contractor equipment, supplies, or other items is the responsibility of the Contractor.
  - 1. If left on ROW items shall be placed behind a guardrail or in other protected areas, at least 30' from the EOP, or delineated according to the MUTCD. Sight distance shall not be blocked by these items.
  - 2. Use of private property shall be only with the landowner's permission.

6. **QUALITY ACCEPTANCE**

- a. **Height of Vegetation:** After mowing, height of vegetation shall not be more than **five (5") inches**. Heights will be determined by taking an average of three (3) measurements at the following locations:
    - 1. One quarter (1/4) of the distance from the EOP to the shoulder point.
    - 2. One half (1/2) of the distance from the shoulder point to the bottom of the ditch, or toe of the slope whichever is applicable.
    - 3. One half (1/2) of the distance from the ditch to the tree line.
    - 4. The Engineer will allow a two (2") inch variance from the five (5") height when averaging measurements.
  - b. **Progress:** The Contractor will provide a proposed schedule for the work at the start of the Contract. On a weekly basis, the Engineer shall be notified by the Contractor of the progress of mowing. The Engineer will inspect, review, and verify the areas mowed.
  - c. **Performance:** All routes where mowing has been completed must be approved and accepted by the Engineer prior to any payment.
    - 1. Mowing Complete will be left in a uniform and neat appearance after the mowers have passed.
    - 2. Performance deficiencies will be reported to the Contractor by facsimile or email within 1 week after receipt of the weekly progress report. Deficiencies shall be corrected within 2 weeks.
7. **PAYMENT:** Will be made on a monthly basis upon receipt of invoice submitted to the Engineer.
8. **RENEWAL:** This contract may be renewed, if agreed upon by both parties, in one year increments, up to three years total..

Please submit bid on the form attached. Questions or comments may be directed to Derick Donaldson, Pike County Engineer, at (334) 566-4508.

By submission of bids, the bidder affirms that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

**April 16, 2025**

Pike County Commission

By Derick Donaldson  
Derick Donaldson  
County Engineer

## ADDITIONAL REQUIREMENTS

### Bid Security

Each bid must be accompanied by cash, certified check of the Bidder, or the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the County, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the County and the accepted Bidder have executed the contract, or if an award has not been made within 30 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.

### Method of Award - Lowest Qualified Bidder

If, at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the County as available to finance the contract then the contract will be awarded on the base bid only. If such bid exceeds such amount, the owner may reject all bids or may award the contract on the base bid combined with deductible alternates, as produces a net amount which is within the available funds.

### Obligation of Bidder

At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of their bid.

**All bidders shall provide, with the bid submittal, a sworn affidavit stating the bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, the bidder is enrolled in the E-Verify program, and during the contract period, the bidder shall participate in the E-Verify program and shall verify every employee that is required to be verified under state and federal law. Failure to provide this affidavit may result in rejection of bid submittal. An example affidavit is attached.**

### Performance Bond

After award is made and prior to the issuance of the Notice to Proceed, the Contractor shall furnish a performance bond on the Performance Bond Form attached hereto, in an amount at least equal to 100 percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than 100 percent (100%) of the contract price or in a penal sum not less than that prescribed by State as security for the payment of all persons performing labor on the project under this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with state law.

### Insurance

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of PIKE County, Alabama (CCPC) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the CCPC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCPC for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received

by the CCPC.

(a) Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

Small  
Projects

|               |           |
|---------------|-----------|
| Each Accident | \$500,000 |
| Each Employee | \$500,000 |
| Policy Limit  | \$500,000 |

- i. U. S. Longshoremen & Harbor Workers' Act (USL&H) –  
Required if contract involves work near a navigable waterway  
that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) –  
Endorsement required if contract involves the use of a Vessel.  
Or include coverage for "Master or Members or Crew" under "Protection and Indemnity"  
cover

Small  
Projects

|                                              |           |
|----------------------------------------------|-----------|
| Bodily Injury by accident<br>(Each Accident) | \$500,000 |
| Bodily Injury by disease<br>(Aggregate)      | \$500,000 |

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and  
Property Damage combined) as follows:

Small  
Projects

|                                 |           |
|---------------------------------|-----------|
| Each Occurrence                 | \$500,000 |
| Personal and Advertising Injury | \$500,000 |
| Products/completed              | \$500,000 |
| Operation Aggregate             |           |
| General Aggregate               | \$500,000 |

- Coverage to include:
  - Premises and operations
  - Personal Injury and Advertising Injury

- Independent Contractors
  - Blanket Contractual Liability
  - Explosion, Collapse and Underground hazards
  - Broad Form Property Damage
  - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
- The contractor shall name the CCPC, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include Insurance Requirements
- the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
- Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CCPC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

#### (C) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$3,000,000 each accident for **large** projects and \$500,000 for **small** projects. The policy shall name CCPC its officers, appointees, employees, and agents as an Additional Insured.

#### (D) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$3,000,000 per occurrence shall be maintained.

#### (E) Indemnification and Liability

Under this section the term County shall include PIKE County, the PIKE County Commission, the officers, appointees, department heads, agents, and employees of the PIKE County Commission

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor’s performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

#### Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCPC, its officers, appointees, employees, and agents.

### Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CCPC PRIOR to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCPC.

### Subcontracts/Assignment:

The bidder is specifically advised that any person or other party to whom it is proposed to assign any portion of work under this contract:

- a. Must be acceptable to the Engineer and approved by the same in writing
- b. Must provide proof of insurance

**BID FORM**  
**BID NO. 2025-10: HIGHWAY RIGHT-OF-WAY MOWING**

Place: Pike County, AL

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of \_\_\_\_\_,\* a partnership, or an individual doing business as \_\_\_\_\_

To the Pike County Commission (hereinafter called the "County") .

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Highway Right of Way Mowing, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed work including the availability of materials and labor, hereby proposes to furnish all labor, equipment, materials, and supplies, and to complete the work in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. Mileage may vary.

Bidder hereby agrees to commence work under this contract within **10 calendar days** after the date of the "Notice to Proceed" of the County and to fully complete each mowing cycle within **50 calendar days**. Bidder further agrees to pay as liquidated damages, \$ 200.00 for each calendar day thereafter until work is complete.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Insert corporation, partnership or individual as applicable.

BID FORM PAGE 2 OF 2

| ESTIMATED BID QUANTITIES<br>BID <b>2025-10</b> : HIGHWAY RIGHT-OF-WAY MOWING |                  |                    |                                  |                                               |                                               |
|------------------------------------------------------------------------------|------------------|--------------------|----------------------------------|-----------------------------------------------|-----------------------------------------------|
| <u>ITEM NO.</u>                                                              | <u>EST. QTY.</u> | <u>UNIT</u>        | <u>DESCRIPTION</u>               | <u>UNIT PRICE</u>                             | <u>TOTAL</u>                                  |
| 1                                                                            | 440              | Centerline<br>Mile | HWY. ROW MOWING<br>(FULL WIDTH)  | DOLLARS & CENTS<br>(\$                      ) | DOLLARS & CENTS<br>(\$                      ) |
|                                                                              |                  |                    | TOTAL BASE BID FOR <b>ITEM 1</b> |                                               | \$                                            |
|                                                                              |                  |                    |                                  |                                               |                                               |
|                                                                              |                  |                    |                                  |                                               |                                               |
|                                                                              |                  |                    |                                  |                                               |                                               |

(Amounts are to be shown in both words and figures, unit price and total. In case of discrepancy, the amount shown in words will govern.)

BID SUBMITTED BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer Service Telephone)

REPRESENTING:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Company/Address/ Email)

**BID BOND FORM**  
**BID NO. 2025-10: HIGHWAY RIGHT-OF-WAY MOWING**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as the Principal, and, \_\_\_\_\_  
as the Surety, are hereby held and firmly bound unto Pike County Commission as the County in the penal  
sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (5% of bid amount) for the payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2025.**

The conditions of the above obligation are such that whereas the Principal has submitted to the  
Pike County Commission a certain Bid, attached hereto and hereby made a part hereof, to enter into a  
contract in writing for the Highway Right-of-Way Mowing

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond  
for his faithful performance of said contract, and for the payment of all persons performing labor  
or furnishing materials in connection therewith, and shall in all respects perform the agreement  
created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall  
remain in force and effect, it being expressly understood and agreed that the liability of the Surety  
for any and all claims hereunder shall in no event exceed the penal amount of the obligation as  
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond  
shall be in no way impaired or affected by any extension of the time within which the County may  
accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such  
of them as are corporations have caused their corporate seal to be affixed hereto and these presents to  
be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

SEAL By: \_\_\_\_\_

**PERFORMANCE BOND**  
**BID NO. 2025-10: HIGHWAY RIGHT-OF-WAY MOWING**

**KNOW ALL MEN BY THESE PRESENTS:**

That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) \_\_\_\_\_ of  
\_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound into (4) *The Pike County Commission*, hereinafter called "County" in the penal  
sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) in lawful money of the United States for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with  
the County, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2025**, a copy of which is hereto attached and  
made a part hereof for the Bid for Highway Right of Way Mowing.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,  
terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which  
may be granted by the County, with or without notice to the Surety, and if he shall satisfy all claims and demands  
incurred under such contract, and shall fully indemnify and save harmless the County from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expense  
which the County may incur in making good any default, then this obligation shall be void; otherwise to remain in full  
force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension  
of time, alteration or addition to the terms of the contract or to the work to be

performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond,  
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract  
or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one which shall be deemed an  
original, this the \_\_\_\_\_ day of \_\_\_\_\_, **2025**.

\_\_\_\_\_  
Principal

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

ATTEST:

\_\_\_\_\_  
Address

By \_\_\_\_\_  
Surety

ATTEST:

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

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

\_\_\_\_\_  
Address

SEAL:

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

\_\_\_\_\_  
Address

PERFORMANCE BOND  
Highway Right-of-Way Mowing  
Page 2 of 2

*NOTE: Date of Bond must not be prior to date of Contract*

- (1.) Correct name of Contractor*
- (2.) A Corporation, A Partnership, or an Individual as case may be*
- (3.) Correct name of Surety*
- (4.) Correct name of Owner*

*If Contractor is Partners*