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MODEL CONTRACT - ANNUAL IN PLACE

MODEL CONTRACT - PROJECT SPECIFIC

SAMPLE COMPLETION ADVERTISEMENT

MODEL COUNTY REBUILD ALABAMA ANNUAL REPORT (CRAAR)
SUMMARY OF PROCEDURES
Two funds were created by counties in 2019 to account for new Rebuild Alabama revenues. The 25% portion of the new fuel tax levied under Rebuild Alabama shall be deposited into a new and separate fund called the County Rebuild Alabama Fund (CRAF), fund number 220. The federal exchange funds set out in the Rebuild Alabama Act that began Oct 1, 2019, shall be deposited into a new and separate account called the Federal Aid Exchange Fund (FAEF), fund number 221.

Pursuant to Act 2021-146, the established bidding procedures submitted by the Association of County Engineer of Alabama (ACEA) and approved by the Department of Examiners of Public Accounts (Examiners), may be used for any county road and bridge project otherwise subject to Chapter 2 of Title 39.

With counties required under the Rebuild Alabama Act to ensure that at least fifty percent (50%) of the County Rebuild Alabama Funds (CRAFs) be allocated for projects utilizing established bidding procedures submitted by the Association of County Engineers of Alabama (ACEA) and approved by the Department of Examiners of Public Accounts (Examiners), the ACEA proposes the following apply to the bidding of CRAFs, FAEFs and county road and bridge projects:

- Except as specifically provided in these procedures, all contracts paid for using public funds will comply with the Public Works Law (Code of Alabama 1975, Title 39) and the Competitive Bid Law (41-16-50), where applicable.
- The placement of the advertisement for bids and notice of completion on a central website, hosted by the Association of County Commissions of Alabama (ACCA), will satisfy all advertisement requirements for county road and bridge projects utilizing public funds.
- County road and bridge projects will be bid and let to contract according to the schedule and will utilize the sample documents included in this submittal.
- The ACCA will provide notice to ALDOT and the Alabama Roadbuilders Association of this method of advertising and of the sample documents to be used, in an effort to inform all contractors.
- County required reports will be on file for the Examiners to aid in the assurance on the proper expenditure of the funds. Reports will be retained in accordance with the County Record Disposition Authority.
Alabama County Lettings are scheduled to be held on the third Wednesday of every month. Listed below are the proposed Letting dates through 2023. The Advertisement for Proposals, for the current month, can be found at [www.alabamacounties.org](http://www.alabamacounties.org) (website of the ACCA).

<table>
<thead>
<tr>
<th>Advertising Dates (Suggested)</th>
<th>Regular Monthly Lettings in FY22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 29, Oct. 6, Oct. 13, 2021</td>
<td>October 20, 2021</td>
</tr>
<tr>
<td>Oct. 27, Nov. 3, Nov. 10, 2021</td>
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<tr>
<td>Jan. 26, Feb. 2, Feb. 9, 2022</td>
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<td>Feb. 23, March 2, March 9, 2022</td>
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<td>Aug. 31, Sept. 7, Sept.14, 2022</td>
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<thead>
<tr>
<th>Advertising Dates (Suggested)</th>
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<td>October 19, 2022</td>
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<tr>
<td>Oct. 26, Nov. 2, Nov. 9, 2022</td>
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<td>September 20, 2023</td>
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</tbody>
</table>
Alabama County Lettings are scheduled to be held on the third Wednesday of every month. Listed below are the proposed Letting dates through 2025. The Advertisement for Proposals, for the current month, can be found at [www.alabamacounties.org](http://www.alabamacounties.org) (website of the ACCA).

### Advertising Dates (Suggested) Regular Monthly Lettings in FY24

<table>
<thead>
<tr>
<th>Date 1</th>
<th>Date 2</th>
<th>Date 3</th>
<th>Date 4</th>
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<tbody>
<tr>
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### Advertising Dates (Suggested) Regular Monthly Lettings in FY25

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</tbody>
</table>

* Backed up to Monday since Dec. 25 falls on Wednesday

** Backed up to Monday since Jan. 1 falls on Wednesday
REBUILD

MODEL BID ADVERTISEMENT
ANNUAL IN PLACE
Rebuild Alabama Act
Model Bid
Advertisement

Advertisement for Bid
______________ County

______________ County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for the (ENTER BID DESCRIPTION HERE) of the County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the______________ County Commission at ______________ until _____ AM Central Time on ______________, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the______________ County Commission.

Specifications are on file and may be acquired at the______________ County, Alabama, Engineering Department, ______________, ______________, Alabama. Phone Number: _____

______________ County Hours of Operation are _____ A.M. to _____ P.M. (Central Time) from _______ through _______.

County reserves the right to reject all Bids or any portion thereof.
MODEL BID ADVERTISEMENT
PROJECT SPECIFIC
Rebuild Alabama Act
Model Bid
Advertisement

Advertisement for Bid
_______________ County

_______________ County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for the (ENTER BID DESCRIPTION HERE) of the County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the_______________ County Commission at
_________________________ until _______ AM Central Time on
_________________________, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the_______________ County Commission.

Specifications are on file and may be acquired at the_______________ County, Alabama, Engineering Department,_________________________,_______________, Alabama. Phone Number:
_________________________.

_______________ County Hours of Operation are _______ A.M. to _______ P.M. (Central Time) from ________ through ________.

County reserves the right to reject all Bids or any portion thereof.
MODEL BID INVITATION - ANNUAL IN PLACE
County Rebuild Alabama Fund
ACEA Model Annual Bid Contract

PROPOSAL NO. _______________________

______________________, 20___

FOR THE CONSTRUCTION OF:
“Enter Project Description Here”

____________ COUNTY, ALABAMA

Proposal of
Contractor Name: ______________________________________________________

Of (City, State): ______________________________________________________

ALDOT Contractor Identification Number: ________________________________
(To be used to document E-Verify)

Alabama General Contractors License Number: ___________________________

For the Construction Of:
“Enter Project Description Here”

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

____________ County Commission

____________, Alabama _________
Telephone: _____________________

BEFORE: 10:00 AM ON ______________, 20___

Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the____________ County Commission.
Gentlemen:

The [ENTER BID DESCRIPTION HERE] County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the work of the County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not. This bid shall be in effect from until covering any Proceed Orders issued by the County during that time frame.

Sealed bids will be received by the County Commission at until AM Central Time on , and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the County Commission. Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word “BID” on the outside of the bid package along with Bid Proposal for [ENTER BID DESCRIPTION HERE], the bid date and the Alabama General Contractor’s License Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U.S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act.

All bid items shall be placed in accordance with the bid items and specifications, current revision of the Alabama Department of Transportation Standard Specifications (non-metric edition), and any Supplemental Specifications approved by the County Engineer. This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the “Department” or “Highway Department”, etc. shall be understood to mean the awarding authority for this project.

Should the bidder desire to offer a substitute for any item listed in this proposal, a full description of the item(s) offered as substitutes shall be submitted to the County Engineer at least 48 hours before the time stated for opening the bids. The County Engineer will issue an addendum, if necessary, to all bidders who have obtained a bid proposal. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder. No bid proposals or additional addenda will be issued 24 hours prior to the time of the bid opening.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. County reserves the right to accept or reject all Bids or any portion thereof. County Hours of Operation are A.M. to P.M. (Central Time) from through . Please remit all Bids and Inquiries to County Engineer, , County, Alabama .
To the ______________ County Commission:

The undersigned shall give __________ County at least 48 hours’ notice in advance of performing work at any site once a Proceed Order has been issued by __________ County. The undersigned must receive written permission to work on Saturdays, Sundays, or County recognized holidays 48 hours prior to such work commencing. Unless otherwise directed in writing by the County Engineer, the undersigned will be expected to begin work within 15 calendar days after issuance of the Proceed Order. The undersigned will be given a minimum of __________ ( ) Working Days __________ ( ) Calendar Days as defined in the current revision of the Alabama Department of Transportation Standard Specifications, per Proceed Order. Each Proceed Order shall designate the amount of working days or calendar days allowed. Should the undersigned fail to complete the project or projects specified in the Proceed Order within the working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

A certified check, drawn on an Alabama Bank, or bid bond, for $10,000 made payable to the ______________ County Commission is enclosed as evidence of good faith. Within 15 days upon notification of bid award, the undersigned shall submit a Performance Bond for (Enter 100% of Estimated Amount of Proceed Orders for Contractual Period) and a Payment Bond for (Enter 50% of Estimated Amount of Proceed Orders for Contractual Period) to ______________ County along with the contract documents, certificate of public liability insurance, certificate of proof of workman’s compensation insurance, and business license. The undersigned shall provide to the County his/her Alabama Department of Transportation (ALDOT) Vendor Identification Number as shown on the E-Verify Compliance Status List on the ALDOT website as proof of enrollment in E-Verify.

The undersigned shall submit the Advertisement of Project Completion to ______________ County immediately following the completion and acceptance of all work required, per Proceed Order. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.

Upon completion and acceptance of all work required, the undersigned will be paid upon presentation of the following:
   a. A properly executed and duly certified voucher for final payment.
   b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
   c. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30-day waiting period after the notice has run before final settlement can be made)

The undersigned agrees: Final payment will be made within 35 days after all the above requirements are met. Partial Payments, to be paid no more than monthly, for each Proceed Order shall be provided under this contract.

By submitting this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate the federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
INSURANCE REQUIREMENTS

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_______ County, Alabama (CC C) 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 CC C. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CC C for prior approval.

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

(a) Worker’s Compensation and Employers Liability

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

Part Two: Employers Liability

Each Accident $3,000,000
Each Employee $3,000,000
Policy Limit $3,000,000

i. U. S. Longshoremen & Harborworkers’ 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” coverage

Bodily Injury by accident (Each Accident) $3,000,000
Bodily Injury by disease (Aggregate) $3,000,000
(b) **Commercial General Liability**

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

**Projects**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Products/completed</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Operation Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

- 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.
  - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

The contractor shall name the CC C, 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 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 CC C, 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. The policy shall name CC C 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 _____________ County, the ____________ County Commission, the officers, appointees, department heads, agents, and employees of the ______________ 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 the Contractor’s work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor’s work.

**Waiver of Subrogation**

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CC C, 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 CC C 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 CC C.
BID ITEMS AND SPECIFICATIONS (EXAMPLE ONLY)

The unit prices below will apply to each Proceed Order issued and should be based on County Wide Pricing. A Proceed Order may include multiple projects or sites. Each Proceed Order shall note the items required and estimated quantities per project or site.

A Job Mix Design must be submitted, by the Contractor, to County following the receipt of a Proceed Order. PRICE ADJUSTMENTS will be made to all Asphalt Materials in accordance with the following: It is understood and agreed that the price per ton of materials bid is based on prices at the time of opening of bids. Prices on contracts developed from this bid will be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of ___________. Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month in which delivery and placement is made. Adjustment will be made in accordance with the current ALDOT Specifications. This adjustment shall apply to the amount of tack and prime used and the amount of liquid used in the plant mix material.

No reclaimed asphalt shingles (RAS) will be allowed in any plant mix item. Upon request, Test Reports shall be submitted on all materials before Payment will be made. The Contractor shall furnish flagmen and portable traffic control devices (or other method approved by the County Engineer) in accordance with current revision of the Manual of Uniform Traffic Control Devices (MUTCD). The County Engineer shall serve as the final authority for all phases of workmanship and materials.

1. Price per ton to place hot plant mix on a primed roadway base surface. Price to include all materials, labor, and equipment required to clean roadway, haul, spread, and compact the asphalt material in place in compliance with the applicable sections of the ALDOT specifications.

<table>
<thead>
<tr>
<th>Item: 424A</th>
<th>Superpave Bituminous Concrete Wearing Surface Layer, 3/8” MASM, ESAL Range A-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________/Ton</td>
<td>0-150 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>151-500 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>501-1000 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>1001 Tons and above</td>
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</tr>
<tr>
<td>$_________/Ton</td>
<td>501-1000 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>1001 Tons and above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item: 424A</th>
<th>Superpave Bituminous Concrete Wearing Surface Layer, ¾” MASM, ESAL Range A-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________/Ton</td>
<td>0-150 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>151-500 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>501-1000 Tons</td>
</tr>
<tr>
<td>$_________/Ton</td>
<td>1001 Tons and above</td>
</tr>
</tbody>
</table>

Page 5 of 9

Bidder’s Initials ________
Item: 424B  
Superpave Bituminous Concrete Binder Layer, ¾” MASM, ESAL Range A-D

$________/Ton  0-150 Tons
$________/Ton  151-500 Tons
$________/Ton  501-1000 Tons
$________/Ton  1001 Tons and above

Item: 424B  
Superpave Bituminous Concrete Binder Layer, 1” MASM, ESAL Range A-D

$________/Ton  0-150 Tons
$________/Ton  151-500 Tons
$________/Ton  501-1000 Tons
$________/Ton  1001 Tons and above

2. Price per ton, including tack coat, to place hot plant mix on an existing roadway surface (Ditch Section). Tack rates shall be 0.075 gallons per square yard for emulsified asphalts and 0.05 gallons per square yard for asphalt binders unless otherwise approved by the County Engineer. Price to include all materials, labor, and equipment required to clean and prepare roadway (Including Clipping), haul, spread, and compact the asphalt material in place in compliance with the applicable sections of the ALDOT specifications.

Item: 424A  
Superpave Bituminous Concrete Wearing Surface Layer, 3/8” MASM, ESAL Range A-D

$________/Ton  0-150 Tons
$________/Ton  151-500 Tons
$________/Ton  501-1000 Tons
$________/Ton  1001 Tons and above

Item: 424A  
Superpave Bituminous Concrete Wearing Surface Layer, ½” MASM, ESAL Range A-D

$________/Ton  0-150 Tons
$________/Ton  151-500 Tons
$________/Ton  501-1000 Tons
$________/Ton  1001 Tons and above

Item: 424A  
Superpave Bituminous Concrete Wearing Surface Layer, ¾” MASM, ESAL Range A-D

$________/Ton  0-150 Tons
$________/Ton  151-500 Tons
$________/Ton  501-1000 Tons
$________/Ton  1001 Tons and above

Item: 424B  
Superpave Bituminous Concrete Binder Layer, ¾” MASM, ESAL Range A-D

ETC ...............
The undersigned hereby states that this Bid Proposal is to the best of their knowledge; their true and correct bid, except for changes initiated herein, and is submitting these bid items for review and consideration.

Signature of Bidder (If Firm or Individual) ____________________________

By: ____________________________

Address of Bidder ____________________________

Name and Address of Member of Firm ____________________________

********************************************************************************************************************************

Signature of Bidder (Corporation) ____________________________

President ____________________________ Business Address ____________________________

Secy. & Treas. ____________________________ Business Address ____________________________

Attest: ____________________________ Incorporated in ____________________________

State ____________________________ (Corporate Seal)

BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM AND FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.
KNOW ALL MEN BY THESE PRESENTS:

That________________________________________________________ of
(Name of Contractor)
________________________________________________________
(Address)
as Principal, and_____________________________________________ of
(Name of Surety)
________________________________________________________
(Address)
are held firmly bound unto_________________________ COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of Ten Thousand Dollars ($10,000) 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, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

(DESCRIBE PROJECT HERE)

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest responsible bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Witness our hands and seals this______ day of____________________, 20____.

Signature of Individual Bidder: (Use only where bidder is an individual)
________________________________________, Doing business as ______________________________
(Name of Individual) (Business Name)

Business Mailing Address: ______________________________________________________________
(Mailing Address)

Page 8 of 9
Bidder’s Initials ______
Name of Corporation, Partnership, or Joint Venture:

__________________________________________
(Name of Partnership, Joint Venture or Corporation)

Business Mailing Address: ____________________________
______________________________
(Address)

BY: ________________________________ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: ____________________________
______________________________
(Address)

BY: ________________________________ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: ____________________________
______________________________
(Address)

BY: ________________________________ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

(Corporate Seal) Attest: ________________________________
(Secretary)

Name of State under the laws of which the Corporation was chartered:
______________________________
(State)

(Corporate Seal) Attest: ________________________________
(Secretary)

Name of State under the laws of which the Corporation was chartered:
______________________________
(State)

SURETY: ________________________________
(Name of Surety)

BY (AGENT): ________________________________
(Attorney in Fact)

AGENT’S ADDRESS: ________________________________
______________________________
(Mailing Address)

NOTICE: Valid Power of Attorney Must Be Attached.
END OF PROPOSAL
Proposal of
Contractor Name: 
Of (City, State): 
ALDOT Contractor Identification Number: 
(To be used to document E-Verify)
Alabama General Contractors License Number: 
For constructing the 
The plans are composed of the drawings identified as follows: 
County Project No. 
The specifications are hereto attached.
In order to be considered, proposals must be received at the location and time below:

County Commission
_________, Alabama ____________
Phone: ________________

BEFORE: 10:00 AM ON ____________, 20__
Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of 
the ____________ County Commission.
INSTRUCTIONS TO BIDDERS

1. PREPARATIONS OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty/bid bond forms shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY COUNTY, ALABAMA:

The County Commission of County, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract.

3. SIGNATURE TO BIDS:

Each bid must give the full business address of the Bidder and must be signed by the Bidder with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the County Commission of County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. BIDS FOR ALL OR PART:

Each project will be bid separately unless otherwise expressly requested in the Proposal. Combination bids, that are bids on separate projects lumped together as a single bid or on all or none bid or on all or none basis, will not be accepted unless the Proposal expressly requests or permits same.

5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.
6. **SPECIFICATIONS AND SCHEDULES:**

The specifications, conditions, schedules and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract.

Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement of invitation.

7. **CORRECTIONS:**

Erasures, white-outs, or other changes in the bids must be initialed by the bidder.

8. **OWNER:**

Where the word "Owner" appears herein, the same refers to ____________ County, Alabama, and includes the County Commission of ____________ County, its governing body.

9. **GUARANTY, BONDS AND INSURANCE:**

Security is required to insure the execution of Contract and for performance of the services, and no bid will be considered unless it is so guaranteed. The bidder must furnish with his bid a bid bond or cashier's check drawn on an Alabama bank in the amount of 5% of his bid price, but in no event more than ten thousand dollars ($10,000.00) payable to ____________ County Commission, of ____________ County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of ____________ County Commission as liquidated damages upon failure of the successful bidder to execute the written contract and furnish the performance bond, payment bond, and insurance coverages as hereinafter required, within fifteen (15) consecutive calendar days following written notice of the award of the Contract unless an extension is granted, in writing, by an authorized representative of ____________ County, Alabama.

10. **BONDS AND INSURANCE:**

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies.

11. **MARKING AND MAILING BIDS:**

Bids, with their guarantee, must be securely sealed in suitable envelopes, addressed and marked on the outside "County Commission of ____________ County, Bids for ____________", to be opened ____________.

(List Project Number, Alabama General Contractor License Number and Names on envelope.)
12. **TIME FOR RECEIVING BIDS:**

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid may be received and considered. No responsibility will attach to ____________ County or the County Commission for the premature opening of a bid not properly addressed or identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

13. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. **BIDDERS PRESENT:**

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

15. **AWARD OR REJECTION OF BIDS:**

The Contract will be awarded to the lowest responsive and responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

16. **BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The County Commission of ____________ County reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.
17. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

18. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the County, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 30 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the County for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Engineer, as in the case of an employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least 72 hours in advance of beginning work and at least 24 hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should prosecution of the work be discontinued by the Contractor with the consent of the Engineer, the Contractor shall give the Engineer at least 48-hour notice in writing before resuming operations.
(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer.  He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will require that additional forces and equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work at satisfactory level, the Engineer may withhold all estimates which are or may become due until satisfactory quality and progress are maintained; or the contract may be annulled.
County Rebuild Alabama Fund
ACEA Model Project Specific Contract

PROPOSAL FOR
PROJECT NO. ______________________
__________________________ COUNTY, ALABAMA

TO: The County Commission of _____________ County, _____________, Alabama

Dear Sirs:

The following proposal is made on behalf of ____________________________ and no others. Evidence of authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation. This bid offering is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the _____________ County Commission at __________________________ until ________ AM Central Time on ______________, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the _____________ County Commission.

This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the "Department" or "Highway Department", etc. shall be understood to mean the awarding authority for this project.

The undersigned certifies that he or she has carefully examined the plans for this project and the specifications hereto attached including the special provisions and have also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

The undersigned further agrees to complete all the work in:

__________________________ ( ) Working Days
__________________________ ( ) Calendar Days

as defined in the current revision of the Alabama Department of Transportation Standard Specifications. Each project shall designate the amount of working days or calendar days allowed. Should the undersigned fail to complete the project or projects awarded within the working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit price bid, subject to adjustments as specified in Section 104 of the Alabama Department of Transportation Standard Specifications for Highway Construction 2018, non-metric edition. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.

Bidder's Initials: ________
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The undersigned further proposes to begin the work within fifteen (15) days of receiving the Proceed Order should he/she be awarded the bid and to complete the work within the time specified.

Enclosed is a cashier’s check, drawn on an Alabama bank, or a bidder’s bond, payable to _________ County, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars ($10,000.00), as a bid guaranty. The undersigned hereby agrees that in case of his/her failure to execute a Contract and furnish the Performance Bond, the Payment Bond, and a certificate of insurance coverage as specified within fifteen (15) days after notice of award, the awarding authority shall retain from the proposed guaranty if it be a cashier’s check, or recover from the principal or the sureties if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the full amount of the proposal of the next lowest responsible bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It is understood that in case the work is not awarded to the undersigned, the check will be returned as provided in the Specifications hereto attached. The bidder’s bond shall be prepared on the form attached to this proposal and issued by a surety company authorized to do business in the State of Alabama.

Upon notification of award of the bid, the undersigned, within fifteen (15) days, proposes to furnish a Performance Bond equal to 100% of the total amount of the bid and a Payment Bond equal to 50% of the total amount of the bid to _________ County. The undersigned also proposes to furnish a certificate of insurance coverage in the amounts specified in this proposal.

The undersigned shall submit the Advertisement of Project Completion to _________ County immediately following the completion and acceptance of all work required. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.

The undersigned shall give notice of the project completion by advertising for four consecutive weeks in a newspaper of general circulation published within the city of county where the work has been performed.

Upon completion and acceptance of all work required, the undersigned will be paid upon presentation of the following:

a. A properly executed and duly certified voucher for final payment.
b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
c. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30 day waiting period after the notice has run before final settlement can be made)

The undersigned agrees: Final payment will be made within 35 days after all the above requirements are met. Partial Payments, to be paid no more than monthly, shall be provided under this contract.
BID ITEMS
PROJECT NO: ____________________

The following items shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 non-metric edition, except as modified herein.

NOTES:

1. The following unit prices shall include all labor, materials, equipment, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.

Insert excel spreadsheet for bid items.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
</table>

Bidder’s Initials: _____
The undersigned hereby states that this Bid Proposal is to the best of their knowledge; their true and correct bid, except for changes initiated herein, and is submitting these bid items for review and consideration.

Signature of Bidder (If Firm or Individual) ________________________________

By: ________________________________

Address of Bidder ________________________________

Name and Address of Member of Firm ________________________________

****************************************************************************************************************

Signature of Bidder (Corporation) __________________________________________

________________________________ Business Address ________________________________

President

________________________________ Business Address ________________________________

Secy. & Treas.

Attest: ________________________________ Incorporated in __________________ State

(Corporate Seal)

BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.
KNOW ALL MEN BY THESE PRESENTS:
That ____________________________ of  
(Name of Contractor)  
______________________________, (Address)  
as Principal, and ____________________________ of  
(Name of Surety)  
______________________________, (Address)  
are held firmly bound unto ___________________, COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID (Maximum Amount of Bond $10,000), 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, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

(Enter Project Description here)

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest responsible bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Witness our hands and seals this ______________ day of ________________________, 20____.

Signature of Individual Bidder: (Use only where bidder is an individual)

______________________________, doing business as ________________________________
(Name of Individual) (Business Name)

Business Mailing Address: ____________________________________
(Mailing Address)

Name of Corporation, Partnership, or Joint Venture:

__________________________________________
(Name of Partnership, Joint Venture or Corporation)

Page 5 of 9
County Rebuild Alabama Fund
ACEA Model Project Specific Contract

Business Mailing Address: ______________________________

____________________________________________________
(Address)

BY: _______________________________(L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: ______________________________

____________________________________________________
(Address)

BY: _______________________________(L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

Business Mailing Address: ______________________________

____________________________________________________
(Address)

BY: _______________________________(L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for Firm)

(Corporate Seal)
Attest: _____________________________________________

________________________________________(Secretary)
(State)

(Corporate Seal)
Attest: _____________________________________________

________________________________________(Secretary)
(State)

Name of State under the laws of which the Corporation was chartered:

__________________________(State)

SURETY: ______________________________
(Name of Surety)

BY (AGENT): ______________________________
(Attorney in Fact)

AGENT’S ADDRESS: ______________________________

________________________(Mailing Address)

NOTICE: Valid Power of Attorney Must Be Attached.

Bidder’s Initials: _______
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 County, Alabama (CC) 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. The requirements shown for “large projects” are for those projects whose bid are greater than or equal to $250,000. The requirements shown for “small projects” are for those with bids less than $250,000.

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 CC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CC for prior approval.

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

(a) **Worker’s Compensation and Employers Liability**

<table>
<thead>
<tr>
<th>Part One: Statutory Benefits as required by the State of Alabama</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Two: Employers Liability</td>
</tr>
<tr>
<td>Large Projects</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Each Accident</td>
</tr>
<tr>
<td>Each Employee</td>
</tr>
<tr>
<td>Policy Limit</td>
</tr>
</tbody>
</table>

- **U. S. Longshoremen & Harborman workers’ Act (USL&H)—** Required if contract involves work near a navigable waterway that may be subject to the USL&Hlaw.

- **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” coverage

<table>
<thead>
<tr>
<th>Large Projects</th>
<th>Small Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by accident (Each Accident)</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Bodily Injury by disease (Aggregate)</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>
(b) **Commercial General Liability**

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

<table>
<thead>
<tr>
<th></th>
<th>Large Projects</th>
<th>Small Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$3,000,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$3,000,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Products/completed</td>
<td>$3,000,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Operation Aggregate</td>
<td>$3,000,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

- 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.
  - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

- The contractor shall name the CC C, 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 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 CC C, 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 CC C 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 ___________ County, the ___________ County Commission, the officers, appointees, department heads, agents, and employees of the ___________ 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 the Contractor’s work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor’s work.

**Waiver of Subrogation**

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CC C, 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 CC C 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 CC C.
END OF PROPOSAL
MODEL CONTRACT - ANNUAL IN PLACE
County Rebuild Alabama Fund
ACEA Model Annual Bid Contract

CONTRACT

THIS AGREEMENT made and entered into this __________ day of ________________, Two Thousand __________, by and between the __________ County Commission, a political subdivision of and Body Corporate in the State of Alabama, party of the first part (hereinafter called the County) and __________ party of the second part (hereinafter called Contractor):

WITNESSETH

WHEREAS, the County desires to complete (Enter Bid Description Here) for the County, along various roads to be identified through Proceed Orders at a later date during the contract period, and the Contractor desires to furnish and deliver all the material and to do and perform all the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended; and

WHEREAS, The County certifies the following source of funds and their availability for the County’s obligations under this contract:

Source of Sufficient Funds

|   | County Funds
|   | Grant Funds
|   | Other Funds

Availability of Funds

|   | Above funds are held by __________ County at contract execution
|   | Above funds will become available following contract execution

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar ($1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of (Enter Bid Description Here) for the County, along various roads to be identified through Proceed Orders at a later date during the contract period in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by the __________ County Engineer, the originals of which are on file in the Office of the County Engineer of __________ County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.
2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, when completed in accordance with the terms set forth in this Contract, which includes the Bid Items & Specifications, Bid Proposal, Insurance Requirements, Bid Bond, Performance Bond, Payment Bond; upon the terms and at the price as set forth in the Bid Proposal, payments made as provided in said Bid Items & Specifications upon presentation of the proper certificates of ____________County.

3. The Contractor hereby agrees to commence work and complete any Proceed Order issued under this Contract.

4. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the County Engineer of ________________County or his representatives.

5. The decision of the County Engineer of ________________County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

IN WITNESS WHEREOF, ________________COUNTY has caused these present to be executed by ________________, CHAIRMAN/PRESIDENT of the ________________COUNTY COMMISSION AND ________________, THE CONTRACTOR,

(Name of Contractor)

has hereto set his/her hand and seal this day and year above written.

THE ________________COUNTY COMMISSION OF ________________ COUNTY, ALABAMA

By: ________________________________

(Official Title)

Attest:

(SEAL)

(County Administrator)
NAME OF CONTRACTOR: ________________________________
(Individual, Partnership, Joint Venture or Corporation)

ALABAMA CONTRACTOR’S LICENSE NUMBER: ________________________________

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)

I, ________________________________, certify that I am the ________________________________,
(Name) ________________________________, who
of the Corporation named as Contractor herein, that ________________________________, who
(Name of person signing for contractor)
signed this Contract on behalf of the Contractor, was then ________________________________,
(Title of Person Signing)
said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and
is within the scope of its corporation by authority of its corporate powers.

(Corporate Seal)
STATE OF ALABAMA]
COUNTY OF _____________

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _______________________________, whose name as ___________________________, of _______________________________ a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the _______ day of _____________, 20__.

__________________________________________
NOTARY PUBLIC, _____________ COUNTY, ALABAMA

My commission expires ____________________________

STATE OF ALABAMA]
COUNTY OF _____________

I, _______________________________, a Notary Public in and for said State and County, hereby certify that _______________________________ and _______________________________, whose names as President/Chairman and Administrator, respectively, of the _____________ COUNTY COMMISSION of _____________ COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _______ day of _____________, 20__.

__________________________________________
NOTARY PUBLIC, _____________ COUNTY, ALABAMA

My commission expires ____________________________

Page 4 of 10

Bidder’s Initials _______
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

($__________________) for the payment whereinof 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 for:

List project description here

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is 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 he 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 his 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 effect 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)                        __________________________

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

Producer’s Name __________________________ License No. __________________________
Address __________________________

NOTICE TO INSURANCE PRODUCER:

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

______________________________

______________________________

______________________________

______________________________

PRODUCER’S COMPANY
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we ________________________________, as Principal, and ________________________________, as Surety, are held and firmly bound unto said _______ County Commission, 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)

which Contract and the Specifications for said work 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 him or 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.
(b) 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.

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

(d) 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.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition, as amended.
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

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

Producer’s Name  
License No.

Address

NOTICE TO INSURANCE PRODUCER:  
Please print or write legibly your name and Complete address below including PRODUCER’S COMPANY

PRODUCER’S COMPANY
MODEL CONTRACT - PROJECT SPECIFIC
THIS AGREEMENT made and entered into this ______ day of ____________, 20 _______, by and between
_________ COUNTY, ALABAMA, a political subdivision of and Body Corporate in the State of Alabama, party
of the first part (hereinafter called the COUNTY) and _________________________________, party of the second part
(hereinafter called the CONTRACTOR), WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of a certain road hereinafter more
particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all
the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Title 39 of the Code of Alabama and
the Rebuild Alabama Act, Act No. 2019-2; and

WHEREAS, The County certifies the following source of funds and their availability for the County's
obligations under this contract:

Source of Sufficient Funds

_____ County Funds

_____ Grant Funds

_____ Other Funds ________________________________

Availability of Funds

_____ Above funds are held by __________ County at contract execution

_____ Above funds will become available following contract execution

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum
of one dollar ($1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged,
the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all
the work and labor required to be furnished and delivered, done and performed in and about the improvement
and construction of a road in, ___________________________ COUNTY, known as PROJECT NUMBER
__________________________, in strict and entire conformity with the provisions of the Contract, and the
Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental
Specifications) prepared (or approved) by the ___________ County Engineer, the originals of which are on
file in the Office of the County Engineer of ___________ County, and which said Plans and
Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a
part of this Agreement as fully and to the same effect as the same had been set forth at length in the body
of this Agreement.
2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, when completed in accordance with the terms set forth in this Contract, which includes the Bid Items & Specifications, Bid Proposal, Insurance Requirements, Bid Bond, Performance Bond, Payment Bond; upon the terms and at the price as set forth in the Bid Proposal, payments made as provided in said Bid Items & Specifications upon presentation of the proper certificates of County.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the County Engineer of County or his representatives.

4. The decision of the County Engineer of County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

IN WITNESS WHEREOF, COUNTY has caused these present to be executed by , CHAIRMAN/PRESIDENT of the COUNTY COMMISSION AND , THE CONTRACTOR,

(Name of Contractor)

has hereto set his/her hand and seal this day and year above written.

THE COUNTY COMMISSION OF COUNTY, ALABAMA

By: (Official Title)

Attest:

(SEAL)

(County Administrator)
NAME OF CONTRACTOR: ____________________________

(Individual, Partnership, Joint Venture or Corporation) ALABAMA CONTRACTOR’S LICENSE NUMBER: ____________________

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) ____________________________

I, ____________________________, certify that I am the ____________________________,

(Name) ____________________________, (Title) ____________________________

of the Corporation named as Contractor herein, that ____________________________, who

(Name of person signing for contractor) ____________________________, signed this

Contract on behalf of the Contractor, was then ____________________________,

(Title of Person Signing) ____________________________, of

said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

________________________________

(Corporate Seal)
County Rebuild Alabama Fund
ACEA Model Project Specific Contract

STATE OF ALABAMA] COUNTY OF ____________

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that __________________________________ whose name as ________________
(Name of Person Signing Contract) (Title of Person Signing)
of a corporation, is signed to the foregoing (Name of Individual, Partnership, Joint Venture or Corporation)
instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the_______ day of______________, 20__.

__________________________________________________
NOTARY PUBLIC, ____________ COUNTY, ALABAMA

My commission expires

STATE OF ALABAMA] COUNTY OF ____________

I, _____________________________________________, a Notary Public in and for said State and County, hereby certify that ___________________________________________ and ___________________________________________, whose names as President/Chairman and Administrator, respectively, of the ____________ COUNTY COMMISSION of ____________ COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the_______ day of______________, 20__ .

__________________________________________________
NOTARY PUBLIC, ____________ COUNTY, ALABAMA

My commission expires
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.
BIDDER'S INITIALS: ____________________________

COUNTY REBUILD ALABAMA FUND

ACEA MODEL PROJECT SPECIFIC 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 for:

(Enter project description here)

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is 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 he 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 his 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 effect 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: __________________________________________  (Witness)

______________________________  (Contractor’s Signature)

______________________________  (Print Name)

______________________________  (Title)

By: __________________________________________  (Witness)

______________________________  (Contractor’s Signature)

______________________________  (Print Name)

______________________________  (Title)

By: __________________________________________  (Witness)

______________________________  (Contractor’s Signature)

______________________________  (Print Name)

______________________________  (Title)

NOTICE TO INSURANCE PRODUCER:

NAME OF SURETY

By: ________________________________  ATTORNEY-IN-FACT

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

Producer’s Name  ________________________________

License No.  ________________________________

Address  ________________________________

PRODUCER’S COMPANY
County Rebuild Alabama Fund
ACEA Model Project Specific Contract

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 Commission, 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)

(Enter project description here)

which Contract and the Specifications for said work 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 him or 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.
(b) 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.

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

(d) 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.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition.

The remaining on this page is intentionally left blank.
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
SAMPLE COMPLETION ADVERTISEMENT
We, _________________, the Contractor, hereby gives notice of completion of the Proceed Order with __________________________ County for construction of (Insert Project Description Here). This notice is to be posted on the Association of County Commissions of Alabama web site for four (4) consecutive weeks beginning on ____________, 20___ and ending ____________, 20___ in accordance with the Rebuild Alabama Act, Act No. 2019-2, as amended. All claims during this period should be filed at: (Insert Contractor Contact Information Here, name address phone number).

(Name of Contractor Representative) ____________________________ (Date) ____________

(Signature of Contractor Representative) ____________________________
MODEL COUNTY REBUILD ALABAMA ANNUAL REPORT (CRAAR)
### Road Improvement Project Details

<table>
<thead>
<tr>
<th>Map Index</th>
<th>Project No.</th>
<th>Road Name/Number</th>
<th>Begin Lat.</th>
<th>Begin Long.</th>
<th>End Lat.</th>
<th>End Long.</th>
<th>Project Details</th>
<th>Amount of Rebuild Alabama Funding Expended in Current Fiscal Year</th>
<th>Method In Which Rebuild Funds Were Utilized</th>
<th>Amount Expended Utilizing Competitive Bid</th>
<th>Amount Expended Utilizing Public Works</th>
<th>Amount Expended Exempt from Competitive and/or Public Works</th>
<th>Percent Complete</th>
<th>Original CTP (Yes or No)</th>
<th>CRAF or FAEF</th>
<th>CRAF Amount</th>
<th>FAEF Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RA-ACP 01-01-2020</td>
<td>Brown St</td>
<td>32.5700</td>
<td>86.4050</td>
<td>33.4000</td>
<td>86.6000</td>
<td>X</td>
<td>3.10 Resurfacing and Traffic Striping/Marking from Sunset Dr to SR-14</td>
<td>$250,000.00</td>
<td>100.0%</td>
<td>Y</td>
<td>CRAF</td>
<td>$250,000.00</td>
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<tr>
<td></td>
<td>RA-ACP 01-02-2020</td>
<td>Brasfield Blvd</td>
<td>33.5645</td>
<td>86.5614</td>
<td>33.5645</td>
<td>86.5614</td>
<td>X</td>
<td>0.10 Replacement of Bridge, BIN 010583 at Swift Creek</td>
<td>$200,000.00</td>
<td>100.0%</td>
<td>Y</td>
<td>FAEF</td>
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<td></td>
<td>RA-ACP 01-03-2020</td>
<td>Sunny Ln</td>
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<td>86.3500</td>
<td>33.5000</td>
<td>86.4300</td>
<td>X</td>
<td>1.00 Leveling and Base Failure Repair from CR-82 to CR-59</td>
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<td>CRAF</td>
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<td>RA-ACP 01-04-2020</td>
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<td>33.5000</td>
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<td>N/A Resurfacing and Traffic Striping/Marking from CR-82 to CR-59</td>
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<td>CRAF</td>
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<tr>
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<td>RA-ACP 01-05-2020</td>
<td>Progress Way</td>
<td>33.4780</td>
<td>86.2525</td>
<td>33.4950</td>
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<td>3.00 Resurfacing and Traffic Striping from Sunny Ln to Brown St</td>
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<td>FAEF</td>
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<td>33.4780</td>
<td>86.2525</td>
<td>33.4950</td>
<td>86.2530</td>
<td>X</td>
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<td>$50,000.00</td>
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<td>CRAF</td>
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<td>CRAF</td>
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</tbody>
</table>

**Total Rebuild Funds Expended this Fiscal Year:** $1,090,000.00

**Total CRAF/FAEF Remaining:** $110,000.00

**Total CRAF/FAEF Remaining:** $0.00

**Percent of Rebuild Funds Expended in Compliance with Section 11f on the Rebuild Alabama Act:** 91%

**Total Miles Addressed this Fiscal Year:** 7.10

**Total Rebuild Funds Expended this Fiscal Year:** $1,090,000.00

**Total CTP Amendments Made in FY 2020:** 2020-1 and 2020-2

**Competitive Bids Covered by Bid Inquiry 2020-6 and 2020-7:**

**Public Works Projects Covered by Bid Inquiry 2020-1 and 2020-2:**

**No CTP Amendments Made in FY 2020:**

**Notes:**
- Only Rebuild Alabama Funds are intended to be reported.
- Total Miles Addressed this Fiscal Year (Total Mileage Does Not Include Bridge Projects): 7.10
- Total Rebuild Funds Expended this Fiscal Year: $1,090,000.00
- Total CTP Amendments Made in FY 2020: 2020-1 and 2020-2
- Competitive Bids Covered by Bid Inquiry 2020-6 and 2020-7
- Public Works Projects Covered by Bid Inquiry 2020-1 and 2020-2
- No CTP Amendments Made in FY 2020

**Remarks:**
- Map 1. RA-ACP 01-01-2020 included $30,000 of Municipal Rebuild Alabama Funds acquired under a MOU with the Town of Prosperity
- Map 2. RA-ACP 01-02-2020 was a Federal Aid Project and $800,000 of Federal Aid Funds was utilized along with $200,000 FAEF
- Public Works Projects are covered under Bid Inquiry PW 2020-1 and 2020-2
- Competitive Bids are covered by Bid Inquiry 2020-6 and 2020-7
- No CTP Amendments were made in FY 2020

**CRAAC Plan 08/10/2019**