



# Rebuild Alabama Act Model Bid Advertisement



## **Advertisement for Bid Conecuh County**

Conecuh County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for Project RA-CCP-18-05-2023 Widen, Level, Resurface, and Traffic Stripe on a portion of CR-15 from CR-6 to CR-95 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 Conecuh County Commission at 111 Court Street, Evergreen, AL 36401 until 1:00 PM Central Time on May 12, 2025, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Conecuh County Commission.

Specifications are on file and may be acquired at the Conecuh County, Alabama, Engineering Department, 100 County Shop Road Evergreen, Alabama 36401. Phone Number: 251-578-7032. Conecuh County Hours of Operation are 6:30 A.M. to 5:00 P.M. (Central Time) from Monday through Thursday.

County reserves the right to reject all Bids or any portion thereof.

The logo features a large, light orange circle. Inside the circle is a gray silhouette of the state of Alabama. Overlaid on the silhouette is the word "REBUILD" in large, white, bold, sans-serif capital letters. The text is centered horizontally and partially covers the state outline.

**REBUILD**

**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.

The logo features a large, light orange circle. Inside the circle is a gray silhouette of the state of Alabama. Overlaid on the silhouette is the word "REBUILD" in large, white, bold, sans-serif capital letters. The text is centered horizontally and partially covers the state outline.

**REBUILD**

**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 \_\_\_\_\_

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.*



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## NOTICE TO CONTRACTORS

Gentlemen:

\_\_\_\_\_ County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the **(ENTER BID DESCRIPTION HERE)** 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 \_\_\_\_\_ 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, \_\_\_\_\_, \_\_\_\_\_, Alabama \_\_\_\_\_.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## **BID PROPOSAL FOR** **(ENTER BID DESCRIPTION HERE)**

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 properly executed and duly certified voucher for final payment.
- A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- 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.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## **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





# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## (b) Commercial General Liability

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

### Projects

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/completed	\$3,000,000
Operation Aggregate	
General Aggregate	\$3,000,000

- Coverage to include:
  - Premises and operations
  - Personal Injury and Advertising Injury
  - Independent Contractors
  - Blanket Contractual Liability
  - Explosion, Collapse and Underground hazards
  - Broad Form Property Damage
  - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
  - 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.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



(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.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## **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.

**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, 1/2" 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, 3/4" MASM, ESAL Range A-D**

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



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



**Item: 424B**                      **Superpave Bituminous Concrete Binder Layer,  $\frac{3}{4}$ " 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,  $\frac{3}{8}$ " 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,  $\frac{1}{2}$ " 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,  $\frac{3}{4}$ " 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,  $\frac{3}{4}$ " MASM, ESAL Range A-D**

**ETC .....**



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



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 AND FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.**



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of  
(Name of Contractor)

\_\_\_\_\_  
(Address)

as Principal, and \_\_\_\_\_ of  
(Name of Surety)

\_\_\_\_\_, as 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)



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



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**



The logo features a large, light orange circle. Inside the circle is a gray silhouette of the state of Alabama. Overlaid on the map is the word "REBUILD" in large, white, bold, sans-serif capital letters. The text is centered horizontally and partially covers the map.

**REBUILD**

**MODEL BID INVITATION - PROJECT SPECIFIC**



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



PROPOSAL NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

FOR THE CONSTRUCTION OF COUNTY PROJECT  
PROJECT NO. \_\_\_\_\_

\_\_\_\_\_ 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 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.*



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## **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, \_\_\_\_\_ 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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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.)



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



(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.





# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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.**



# County Rebuild Alabama Fund ACEA Model Project Specific 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.

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
----------	-------------	----------	------	------------	------------



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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.**



# County Rebuild Alabama Fund ACEA Model Project Specific Contract

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of  
(Name of Contractor)

\_\_\_\_\_  
(Address)  
as Principal, and \_\_\_\_\_ of  
(Name of Surety)

\_\_\_\_\_, as 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)



# 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)

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: \_\_\_\_\_

NOTICE: Valid Power of Attorney Must Be Attached.

\_\_\_\_\_  
(Mailing Address)



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## **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. 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 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

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$3,000,000	\$500,000
Each Employee	\$3,000,000	\$500,000
Policy Limit	\$3,000,000	\$500,000

- 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

	<u>Large Projects</u>	<u>Small Projects</u>
Bodily Injury by accident (Each Accident)	\$3,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$3,000,000	\$500,000



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## (b) Commercial General Liability

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

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$3,000,000	\$500,000
Personal and Advertising Injury	\$3,000,000	\$500,000
Products/completed	\$3,000,000	\$500,000
Operation Aggregate		
General Aggregate	\$3,000,000	\$500,000

- Coverage to include:
  - Premises and operations
  - Personal Injury and Advertising Injury
  - Independent Contractors
  - Blanket Contractual Liability
  - Explosion, Collapse and Underground hazards
  - Broad Form Property Damage
  - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
  - 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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## (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**

The logo features a large, light orange circle. Inside the circle is a gray silhouette of the state of Alabama. Overlaid on the state map is the word "REBUILD" in large, white, bold, sans-serif capital letters. The text is centered horizontally and partially covers the map.

**REBUILD**

**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.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



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)



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



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 \_\_\_\_\_ of  
(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)



# County Rebuild Alabama Fund ACEA Model Annual Bid 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

(NOTARY SEAL)

\_\_\_\_\_  
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



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



## 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.



# County Rebuild Alabama Fund ACEA Model Annual Bid 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:

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.





# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



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)

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

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



# County Rebuild Alabama Fund ACEA Model Annual Bid 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 Oblige, 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 Oblige, dated \_\_\_\_\_ 20 . (Hereinafter called the Contract) for

(Date of Contract)

Insert 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.



# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



PAYMENT BOND  
Page 2 of 3

- (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.

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# County Rebuild Alabama Fund ACEA Model Annual Bid Contract



PAYMENT BOND  
Page 3 of 3

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)
_____	_____
(Title)	(Title)

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

By: _____ (Contractor's Signature)	_____
_____	(Witness)
_____	(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



**REBUILD**

**MODEL CONTRACT - PROJECT SPECIFIC**



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## CONTRACT

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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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)



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



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 \_\_\_\_\_ of  
(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)





# 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

(NOTARY SEAL)

\_\_\_\_\_  
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



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



## 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.



# 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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



PERFORMANCE BOND  
Page 2 of 2

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



# 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 Oblige, 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 Oblige, 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.



# County Rebuild Alabama Fund ACEA Model Project Specific Contract



PAYMENT BOND  
Page 2 of 3

- (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.

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