



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.

Bidder's Initials: _____



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, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Alabama Code 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 _____.

Bidder's Initials: _____



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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. 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 will be provided under this contract; Retainage shall be withheld on each Proceed Order as required under Code of Alabama Section 39-2-12.**

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.

Bidder's Initials: _____



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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

Insurance Requirements

Bidder's Initials: _____



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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:

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

Insurance Requirements

Bidder's Initials: _____



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Insurance Requirements
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- 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.

(d) 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 any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

Bidder’s Initials: _____



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Insurance Requirements
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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.

Bidder's Initials: _____



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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**

Bidder's Initials: _____



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Item: 424B Superpave Bituminous Concrete Binder 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: 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, 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

Item: 424B Superpave Bituminous Concrete Binder Layer, 3/4" MASM, ESAL Range A-D

ETC



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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.

Bidder's Initials: _____



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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)

Name of Corporation, Partnership, or Joint Venture:

Bidder's Initials: _____



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 (Name of Partnership, Joint Venture or Corporation)
 Business Mailing
 Address: _____ BY: _____ (L.S.)
 _____ (Signature and Position or Title of Officer
 _____ Authorized to Sign Bids and Contracts for Firm)
 (Address)

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

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

(Corporate Seal)
 Attest: _____ Name of State under the laws of which the
 Corporation was chartered:

 (Secretary) (State)

(Corporate Seal)
 Attest: _____ Name of State under the laws of which the
 Corporation was chartered:

 (Secretary) (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: _____



County Rebuild Alabama Fund
ACEA Model Annual Bid Contract



END OF PROPOSAL

Bidder's Initials: _____



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 Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-02; 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

Bidder's Initials: _____



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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 Title 39 and the Rebuild Alabama Act, Act No. 2019-02, when completed in accordance with the Provisions of this Contract, at the price as set forth in the said Proposal, payments made as provided in said Specifications upon presentation of the proper certificates of _____ County and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
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.
6. Under this item the term County shall include _____ County, the _____ County Commission, the officers, appointees, department heads, agents, and employees of the _____ County Commission

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

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

Bidder's Initials: _____



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pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

(B) INSURANCE: (See Proposal for additional details) The Contractor shall procure and maintain public liability insurance with a minimum of Three Million Dollars (\$3,000,000) coverage in form and substance as approved by County. The Contractor shall name the County as additional insured for claims arising out of the Contractor's and/or Subcontractor's work. The naming of the additional insured does not obligate the additional insured to pay any premiums due. A "Certificate of Insurance" shall be furnished to County and shall specify that such insurance is not subject to cancellation without prior written notice to County of at least thirty (30) days.

Contractor shall also provide to County a Certificate of Proof of Workmen's Compensation Insurance in form and substance acceptable to County. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the County.

Contractor shall provide Automobile Liability Insurance 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 the County as an Additional Insured. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

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)

Bidder's Initials: _____



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

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

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

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

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

Bidder's Initials: _____



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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

Bidder's Initials: _____



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.

Bidder's Initials: _____



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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.

Bidder's Initials: _____



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PERFORMANCE BOND
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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)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

(Witness)

(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

Bidder's Initials: _____



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 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)

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.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Model Annual Bid Contract



PAYMENT BOND

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(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.

The remaining on this page is intentionally left blank.

Bidder's Initials: _____



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)

(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

Bidder's Initials: _____