



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.

Bidder's Initials: _____



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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.

Bidder's Initials: _____



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5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.

6. SPECIFICATIONS AND SCHEDULES:

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

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

7. CORRECTIONS:

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

8. OWNER:

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

9. GUARANTY, BONDS AND INSURANCE:

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

Bidder's Initials: _____



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10. BONDS AND INSURANCE:

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

11. MARKING AND MAILING BIDS:

Bids, with their guarantee, must be securely sealed in suitable envelopes, addressed and marked on the outside "County Commission of _____ County, Bids for _____, to be opened _____." (List Project Number, Alabama General Contractor License Number and Names on envelope.)

12. TIME FOR RECEIVING BIDS:

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

13. WITHDRAWAL OF BIDS:

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

14. BIDDERS PRESENT:

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

Bidder's Initials: _____



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15. AWARD OR REJECTION OF BIDS:

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

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

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

17. ERRORS IN BIDS:

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

18. CONTRACT AND BOND:

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

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all Proposals may be rejected, and those participating in such collusion may be barred from

Bidder's Initials: _____



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submitting bids on the same or other work with the County.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

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

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

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least 72 hours in advance of beginning work and at least 24 hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should prosecution of the work be discontinued by the Contractor with the consent of the Engineer, the Contractor shall give the Engineer at least 48 hour notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. He shall provide sufficient satisfactory materials, labor, and equipment to insure 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.

Bidder's Initials: _____



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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, and Title 39 of the Alabama Code, 1975 edition as amended, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-02 and Title 39 of the Alabama Code 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

Bidder's Initials: _____



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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.

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.

Bidder's Initials: _____



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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, will be provided under this contract; Retainage shall be withheld as required under Code of Alabama Section 39-2-12.

Bidder's Initials: _____



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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 |
|----------|-------------|----------|------|------------|------------|
|----------|-------------|----------|------|------------|------------|

Bidder's Initials: _____



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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)

Bidder's Initials: _____



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**BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED
AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.**

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)

Bidder's Initials: _____



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Bid Bond Project _____

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.

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. 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

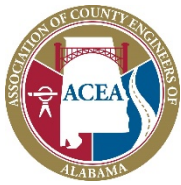
Part One: Statutory Benefits as required by the State of Alabama

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

Bidder’s Initials: _____



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Insurance Requirements
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| | <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 |

(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

Bidder's Initials: _____



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Insurance Requirements
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the current Operations and Products/Completed Operations of the contractor.
The naming of the additional insured does not obligate the additional insured to pay any premiums due.

- Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CC__C, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

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

(d) Protection and Indemnity Insurance

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

(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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END OF PROPOSAL

Bidder's Initials: _____



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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

Bidder's Initials: _____



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_____ 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 amounting approximately to _____ DOLLARS (\$0.00), 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 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)

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) | _____ |
| _____ | (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)

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Model Project Specific Contract



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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 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.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Model Project Specific Contract



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ hereinafter called the Principal, and
(Insert here the name & address of legal title of the Contractor)

(Insert here the name and address of legal title of one or more sureties)
hereinafter called the Surety or Sureties, are held and firmly bound unto the _____
County Commission, a political subdivision of and Body Corporate in the State of Alabama,
hereinafter called the Owner in the penal sum of _____ Dollars
(\$_____) for the payment whereof the Principal and the Surety or Sureties
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____
(Date of Contract)

entered into a contract with the Owner for:

(Enter project description here)

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and agents from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Bidder's Initials: _____



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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

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 Project Specific Contract



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal, and _____

(Insert here the name & address of legal title of the Contractor)

_____ as Surety, are held and firmly

(Insert here the name and address of legal title of one or more sureties)

bound unto said _____ County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated

_____ 20___. (Hereinafter called the Contract) for

(Date of Contract)

(Enter project description here)

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, The Condition of this Obligation is such that if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Model Project Specific 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.

The remaining on this page is intentionally left blank.

Bidder's Initials: _____

