# 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 contractexecution

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

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

IN WITNESS WHEREOF, COUNTY has caused these present to be executed by

 , CHAIRMAN/PRESIDENT of the COUNTY COMMISSION AND

##  , THE CONTRACTOR,

(Name of Contractor)

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

## THE COUNTY COMMISSION OF

 COUNTY, ALABAMA

Attest:

By:

(Official Title)

## (SEAL)

(County Administrator)

## NAME OF CONTRACTOR:

(Individual, Partnership, Joint Venture or Corporation)

## ALABAMA CONTRACTOR’S LICENSE NUMBER:

By:

(Contractor’s Signature) (Witness)

(Print Name) (Print Name)

(Title) (Title)

By:

(Contractor’s Signature) (Witness)

(Print Name) (Print Name)

(Title) (Title)

By:

(Contractor’s Signature) (Witness)

(Print Name) (Print Name)

(Title) (Title)

I, , certify that I am the

(Name) (Title)

of the Corporation named as Contractor herein, that who

(Name of person signing for contractor)

signed this Contract on behalf of the Contractor, was then 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)

## STATE OF ALABAMA] COUNTY OF ]

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify

that whose name as

(Name of Person Signing Contract) (Title of Person Signing)

of a corporation, is signed to the foregoing

(Name of Individual, Partnership, Joint Venture or Corporation)

instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

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

## NOTARY PUBLIC, COUNTY, ALABAMA

My commission expires

## (NOTARY SEAL)

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

**INSTRUCTIONS FOR BONDS**

1. The full name (given, initial, surname) and residence of each individual party to the Bonds must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bonds as individuals.
3. The State of Incorporation of each corporate party to bonds must be inserted in the first paragraph and the Bonds must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bonds must not be prior to the date of the Contract.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESNETS: 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.

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)

**NOTICE TO INSURANCE PRODUCER:**

**NAME OF SURETY** Please print or write legibly your name and Complete address below including

By:

ATTORNEY-IN-FACT

PRODUCER’S COMPANY

Countersigned by Alabama Licensed Insurance Producer for Surety, ifapplicable:

Producer’s Name License No.

PRODUCER’S COMPANY

Address

# 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.

1. 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.

## PAYMENT BOND

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1. 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.

1. The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer’s Liability Statute.
2. 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.
3. This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition, as amended.

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## PAYMENT 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) (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)

**NOTICE TO INSURANCE PRODUCER:**

**NAME OF SURETY** Please print or write legibly your name and Complete address below including

By:

ATTORNEY-IN-FACT

PRODUCER’S COMPANY

Countersigned by Alabama Licensed Insurance Producer for Surety, ifapplicable:

Producer’s Name License No.

PRODUCER’S COMPANY

Address