



# Rebuild Alabama Act



## Advertisement for Bid DeKalb County

DeKalb County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for the **Project No. RA-DCP-25-02-2026, Resurfacing of County Road 89 from 0.9 miles south of County Road 734 to 0.5 miles north of County Road 734, north of Mentone** 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.

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 **Project No. RA-DCP-25-02-2026, Resurfacing of County Road 89 from 0.9 miles south of County Road 734 to 0.5 miles north of County Road 734, north of Mentone**, the bid date and the Alabama General Contractor's License Number. Contractor prequalification is not required.

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.

Sealed bids will be received by the DeKalb County Commission at 111 Grand Ave. SW, Fort Payne, Alabama 35967 until 10:00 AM Central Time on October 30, 2025, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the DeKalb County Commission.

Specifications are on file and may be acquired at the DeKalb County, Alabama Engineering Department, 111 Grand Ave. SW, Suite 115, Ft. Payne, Alabama. Phone Number: (256) 845-8584.

DeKalb County Commission Hours of Operation are 7:45 A.M. to 4:15 P.M. (Central Time) Monday through Friday.

DeKalb County Engineering Department Hours of Operation are 6:00 A.M. to 4:30 P.M. (Central Time) Monday through Thursday.

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



# County Rebuild Alabama Fund Project Specific Contract



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

OCTOBER 2, 2025

FOR THE CONSTRUCTION OF COUNTY PROJECT  
No. RA-DCP-25-02-2026

DEKALB 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

**Resurfacing of County Road 89 from 0.9 miles south of County Road 734  
to 0.5 miles north of County Road 734, north of Mentone**

The plans are composed of the drawings identified as follows:  
Project No. RA-DCP-25-02-2026

The specifications are hereto attached.

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

DeKalb County Commission  
111 Grand Ave. SW  
Fort Payne, Alabama 35967  
Phone: (256) 845-8500

**BEFORE: 10:00 AM ON OCTOBER 30, 2025**

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



# County Rebuild Alabama Fund Project Specific Contract



## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION 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 DEKALB COUNTY, ALABAMA:

The County Commission of DeKalb 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 DeKalb 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.



# County Rebuild Alabama Fund Project Specific Contract



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 DeKalb County, Alabama, and includes the County Commission of DeKalb 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 DeKalb County Commission, of DeKalb County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of DeKalb 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 DeKalb County, Alabama.

10. BONDS AND INSURANCE:

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





# County Rebuild Alabama Fund Project Specific Contract



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 DeKalb County, Bids for Resurfacing of County Road 89 from 0.9 miles south of County Road 734 to 0.5 miles north of County Road 734, north of Mentone, to be opened October 30, 2025." (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 DeKalb County or the County Commission for the premature opening of a bid not properly addressed or identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

13. WITHDRAWAL OF BIDS:

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

14. BIDDERS PRESENT:

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

15. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsive and responsible bidder complying with conditions of the invitation for bids, provided his/her 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



# County Rebuild Alabama Fund Project Specific Contract



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 DeKalb 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/she 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/her for signature.

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his/her right, title or interest therein, or his/her 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



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his/her own organization, and with the assistance of workmen under his/her immediate superintendence and reported on his/her 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/her 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/her 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/her schedule as approved by the Engineer. He/She shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the contract.

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

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



# County Rebuild Alabama Fund Project Specific Contract



## PROPOSAL FOR Project No. RA-DCP-25-02-2026 DEKALB COUNTY, ALABAMA

TO: The County Commission of DeKalb County, Fort Payne, Alabama

Dear Sirs:

The following proposal is made on behalf of \_\_\_\_\_ and no others.  
(Name of Contractor)

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 DeKalb County Commission at 111 Grand Ave. SW, Fort Payne, AL 35967 until 10:00 AM Central Time on October 30, 2025, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the DeKalb 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:

  X   ( 20 ) 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





# County Rebuild Alabama Fund Project Specific Contract



working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit price bid, subject to adjustments as specified in Section 104 of the current revision of the Alabama Department of Transportation Standard Specifications for Highway Construction, 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 DeKalb 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 DeKalb County. The undersigned also proposes to furnish a certificate of insurance coverage in the amounts specified in this proposal.



## County Rebuild Alabama Fund Project Specific Contract



The undersigned shall submit the Advertisement of Project Completion to DeKalb 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 three 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.

**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.**



# County Rebuild Alabama Fund Project Specific Contract



## **BID ITEMS**

**Project No. RA-DCP-25-02-2026**

The following items shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current revision 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.

**SEE CONTRACT SCHEDULE - NEXT SHEET**

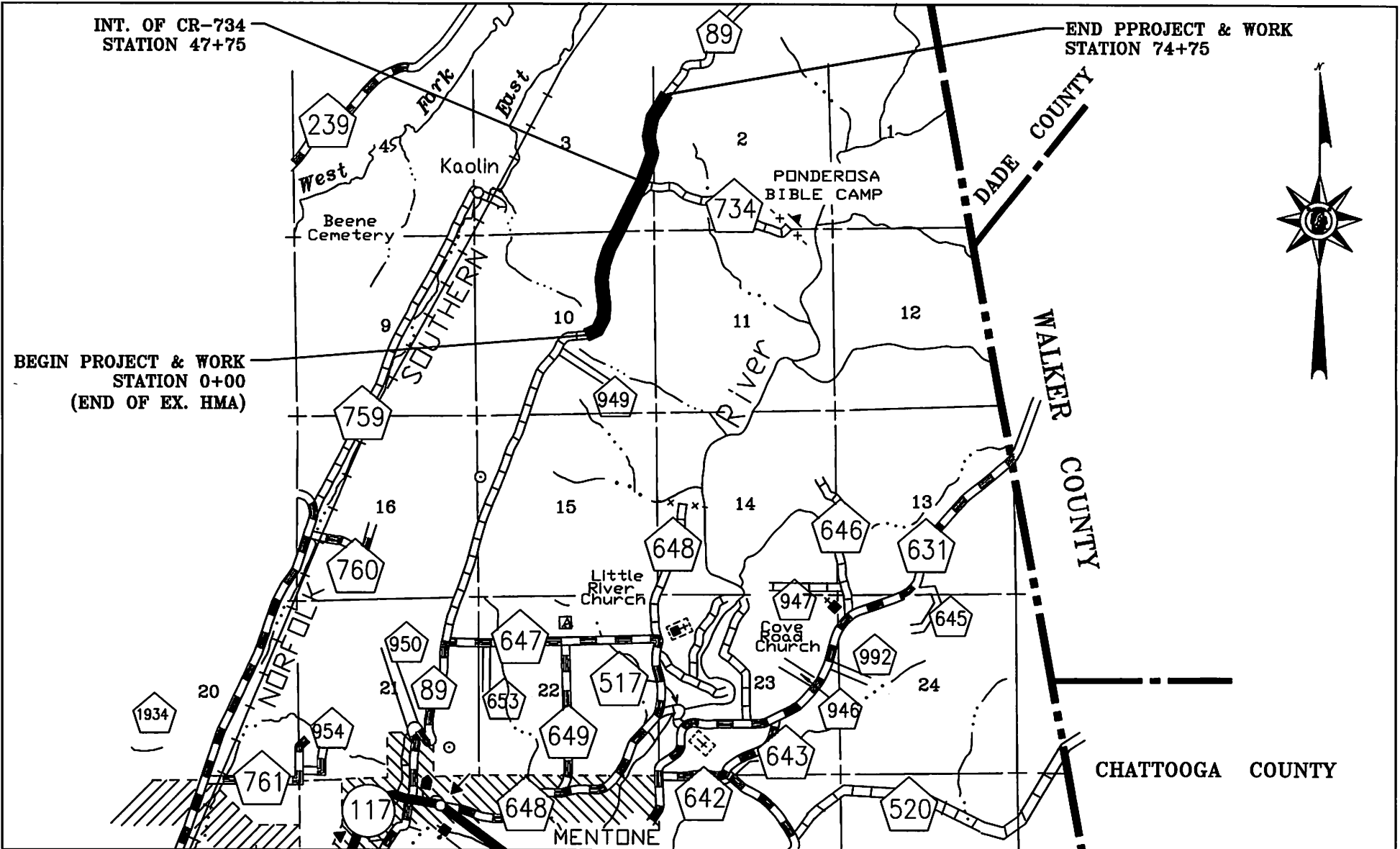
**CONTRACT SCHEDULE**  
**Project No. RA-DCP-25-02-2026**  
**DeKalb County**  
**Resurfacing of County Road 89 from 0.9 miles south of County Road 734**  
**to 0.5 miles north of County Road 734, north of Mentone**

Item No.	Description	Quantity	Unit	Unit Price	Total
405A-000	TACK COAT	2132	GALLON	\$	\$
424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1350	TON	\$	\$
424B-635	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1194	TON	\$	\$
600A-000	MOBILIZATION	1	LUMP SUM	\$	\$
701A-034	SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	3	MILE	\$	\$
740B-000	CONSTRUCTION SIGNS	96	SQ. FT.	\$	\$
740O-000	PILOT CAR	1	EACH	\$	\$

Total

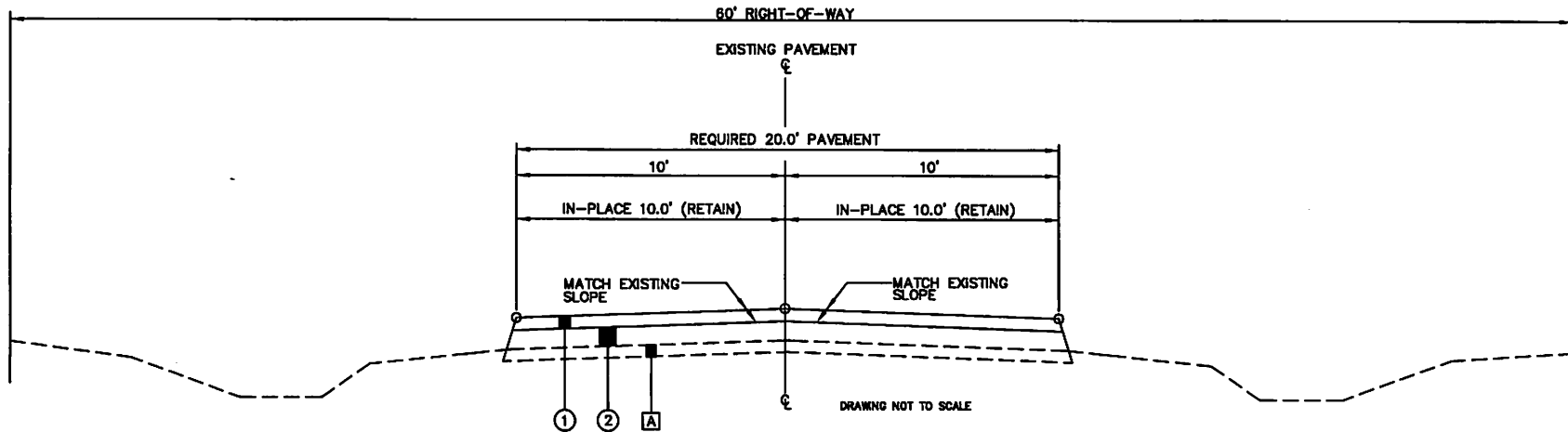
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# LOCATION MAP





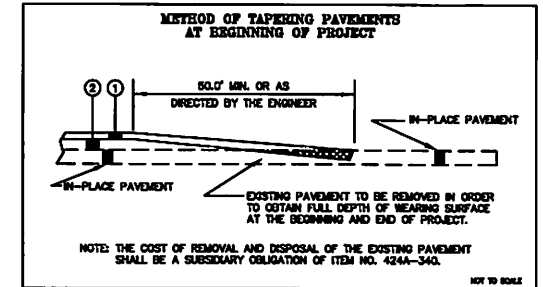
# TYPICAL SECTION



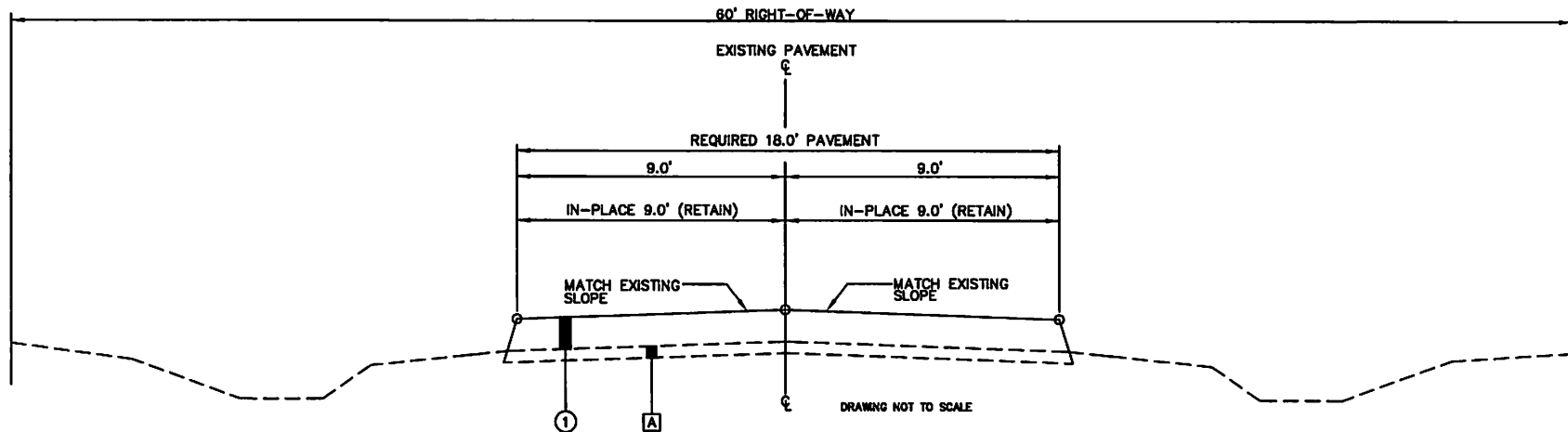
## DEKALB COUNTY ROAD NO. 89 TYPICAL SECTION FOR STA. 0+00 TO 47+75

### LEGEND

- ① REQUIRED 424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX. 135 LBS/S.Y.) (20' WIDE)
- ② REQUIRED 424B-635 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX. 225 LBS/S.Y.) (20' WIDE)
- [A] IN-PLACE BITUMINOUS TREATMENT JG, 20.0' WIDE (RETAIN)



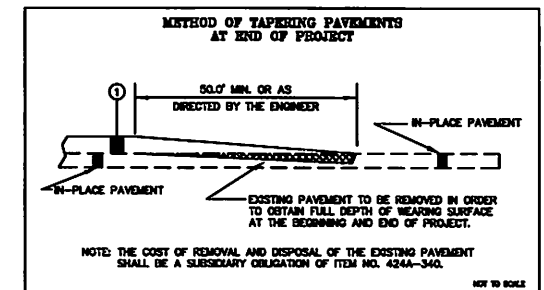
# TYPICAL SECTION



## DEKALB COUNTY ROAD NO. 89 TYPICAL SECTION FOR STA. 47+75 TO 74+75

### LEGEND

- ① REQUIRED 424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX. 225 LBS/S.Y.) (18' WIDE)
- A IN-PLACE BITUMINOUS TREATMENT JG, 18.0' WIDE (RETAIN)





# County Rebuild Alabama Fund Project Specific Contract



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

Signature of Bidder (If Firm or Individual) \_\_\_\_\_

By: \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Name and Address of Member of Firm \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Signature of Bidder (Corporation) \_\_\_\_\_

\_\_\_\_\_ Business Address \_\_\_\_\_

President

\_\_\_\_\_ Business Address \_\_\_\_\_

Secy. & Treas.

Attest: \_\_\_\_\_ Incorporated in \_\_\_\_\_

State

(Corporate Seal)



# County Rebuild Alabama Fund Project Specific Contract



**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 DEKALB 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

*Project No. RA-DCP-25-02-2026*  
*Resurfacing of County Road 89 from 0.9 miles south of County Road 734*  
*to 0.5 miles north of County Road 734, north of Mentone*

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 \_\_\_\_\_, 2025.

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

\_\_\_\_\_, Doing business as \_\_\_\_\_  
(Name of Individual) (Business Name)

Business Mailing Address: \_\_\_\_\_



# County Rebuild Alabama Fund Project Specific Contract



Page 2 of 2  
Bid Bond

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.





# County Rebuild Alabama Fund Project Specific Contract



## INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of DeKalb County, Alabama (CCDC) 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 CCDC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCDC for prior approval.

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

### **(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



# County Rebuild Alabama Fund Project Specific Contract



Insurance Requirements  
Page 2 of 4

	<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 Operation Aggregate	\$3,000,000	\$500,000
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 CCDC, 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



# County Rebuild Alabama Fund Project Specific Contract



Insurance Requirements  
Page 3 of 4

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 CCDC, 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 CCDC 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 DeKalb County, the DeKalb County Commission, the officers, appointees, department heads, agents, and employees of the DeKalb 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.



# County Rebuild Alabama Fund Project Specific Contract



Insurance Requirements  
Page 4 of 4

## **Waiver of Subrogation**

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCDC, 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 CCDC 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 CCDC.



County Rebuild Alabama Fund  
Project Specific Contract



# END OF PROPOSAL





# County Rebuild Alabama Fund Project Specific Contract



## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between DEKALB 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 certain roads 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 DeKalb 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 roads in DEKALB COUNTY, known as PROJECT NUMBER RA-DCP-25-02-2026, 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 DeKalb County Engineer, the originals of which are on file in the Office of the County Engineer of



## County Rebuild Alabama Fund Project Specific Contract



DeKalb 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 (\$\_\_\_\_\_), payments made as provided in said Specifications upon presentation of the proper certificates to DeKalb 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 DeKalb County or his representatives.
4. The decision of the County Engineer of DeKalb 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, DEKALB COUNTY has caused these present to be executed by Ricky Harcrow, PRESIDENT of the DEKALB COUNTY COMMISSION AND \_\_\_\_\_, THE CONTRACTOR has hereto set his/her hand and seal this day and year above written.

THE DEKALB COUNTY COMMISSION OF  
DEKALB COUNTY, ALABAMA

By: \_\_\_\_\_  
Ricky Harcrow, Commission President

Attest:

(SEAL)

\_\_\_\_\_  
Matt G. Sharp, County Administrator



# County Rebuild Alabama Fund Project Specific Contract



NAME OF CONTRACTOR: \_\_\_\_\_

ALABAMA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Title)

of the Corporation named as Contractor herein, that \_\_\_\_\_ who  
(Name of person signing for contractor)

signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of  
(Title of Person Signing)

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

(Corporate Seal)



# County Rebuild Alabama Fund Project Specific Contract



STATE OF \_\_\_\_\_]  
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 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, \_\_\_\_\_ COUNTY, \_\_\_\_\_ (NOTARY SEAL)

\_\_\_\_\_  
My commission expires

STATE OF ALABAMA]  
COUNTY OF DEKALB]

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that Ricky Harcrow and Matt Sharp, whose names as President and Administrator, respectively, of the DEKALB COUNTY COMMISSION of DEKALB 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 Official Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, DEKALB COUNTY, ALABAMA (NOTARY SEAL)

\_\_\_\_\_  
My commission expires



# County Rebuild Alabama Fund Project Specific Contract



## INSTRUCTIONS FOR BONDS

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





# County Rebuild Alabama Fund Project Specific Contract



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
(Name of Contractor)  
\_\_\_\_\_ hereinafter called the Principal, and  
(Address)

\_\_\_\_\_  
(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 DeKalb 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 \_\_\_\_\_ entered into a contract with the Owner for:

*Project No. RA-DCP-25-02-2026  
Resurfacing of County Road 89 from 0.9 miles south of County Road 734  
to 0.5 miles north of County Road 734, north of Mentone*

which agreement is by reference made a part hereof,

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

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

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



# County Rebuild Alabama Fund Project Specific Contract



PERFORMANCE BOND

Page 2 of 2

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: \_\_\_\_\_

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



# County Rebuild Alabama Fund Project Specific Contract



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
(Name of Contractor)  
\_\_\_\_\_, as Principal, and  
(Address)

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

as Surety, are held and firmly bound unto said DeKalb 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 \_\_\_\_\_ (Hereinafter called the Contract) for

*Project No. RA-DCP-25-02-2026  
Resurfacing of County Road 89 from 0.9 miles south of County Road 734  
to 0.5 miles north of County Road 734, north of Mentone*

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



# County Rebuild Alabama Fund Project Specific Contract



PAYMENT BOND

Page 2 of 3

the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the President/Chairman of the County Commission of DeKalb County, DeKalb County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

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

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said contract.

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

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# County Rebuild Alabama Fund Project Specific Contract



PAYMENT BOND

Page 3 of 3

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: \_\_\_\_\_

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