

# LARGE PUBLIC WORKS CONSTRUCTION CONTRACT FOR PROJECTS MORE THAN \$100,000

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## Checklist of Documents to be Included with the Construction Contract

- ACCS Form 2-A (Construction Contract)
- Copy of General Contractor's or Specialty License
- ACCS Form 5-E (Bid Proposal Form)
- List of Proposed Major Subcontractors and Suppliers
- ACCS Form 5-H (Accounting of Sales Tax)
- ACCS Form 5-J (Certified Tabulation of Bids)
- Schedule of Values
- Certificate of Liability Insurance
- ACCS Form 2-C (Performance Bond)
- ACCS Form 2-D (Payment Bond)
- State of Alabama Disclosure Statement
- E-Verify Memorandum of Understanding
- W-9 Request for Taxpayer Identification Number and Certification



CONSTRUCTION CONTRACT

•Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

1 ACCS PROJECT#: [ ]

2 This Construction Contract is entered into this 31st day of <month> in the year of <year>  
3 between the OWNER, the Alabama Community College System on behalf of:

<Select Client>

Address:

Email:

Phone:

4 and the CONTRACTOR,

Company Name:

Address:

Email:

Phone:

5 for the WORK of the Project identified as:

6 The CONTRACT DOCUMENTS are dated [ ] and have been amended by [ ]

7 ADDENDA:

**8** The **ARCHITECT** is

Firm Name:

Address:

Email:

Phone:

**9** The **CONTRACT SUM** is:

Dollars \$

and is the sum of the Contractor's Base Bid for the Work and the following

**10** **BID ALTERNATE PRICES:****11** The **CONTRACT TIME** is

( ) calendar days

**THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:** The Contract Documents, as defined in the General Conditions of the Contract (ACCS Form 2-B), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Chief Facilities Officer, ACCS Facilities Division, and shall then be substantially completed within the Contract Time.

**12** **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at:

Dollars (\$) per calendar day

**13 SPECIAL PROVISIONS:** (Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below).

**14 STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:		Expiration Date	
Bid Limit:		Classifications	

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

15

**APPROVALS**

**LOCAL COLLEGE OR TRADE SCHOOL**

BY: \_\_\_\_\_

AS PRESIDENT OF

**<Select Client>**

\_\_\_\_\_

**ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CHIEF FACILITIES OFFICER

**CONTRACTING PARTIES**

\_\_\_\_\_  
CONTRACTOR COMPANY

BY: \_\_\_\_\_

SIGNATURE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALABAMA COMMUNITY COLLEGE SYSTEM  
(AS OWNER)**

BY: \_\_\_\_\_

CHANCELLOR

**ATTACHMENTS:**

- Copy of Alabama General Contractor's License
- Proposal Form (ACCS Form 5-E)
- List of all proposed major subcontractors and suppliers
- Accounting of Sales Tax (ACCS Form 5-H)
- Bid Tabulation
- Schedule of Values
- Certificate of Liability Insurance
- Performance Bond (ACCS Form 2-C)
- Payment Bond (ACCS Form 2-D)
- State of Alabama Disclosure Statement
- E-Verify Memorandum of Understanding
- W-9 (Request for Taxpayer Identification Number and Certificate)

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 012234  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SAMPLE

LOCATION

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: EQUIPMENT AND MACHINERY INSTALLATION

until June 30, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of May, 2022

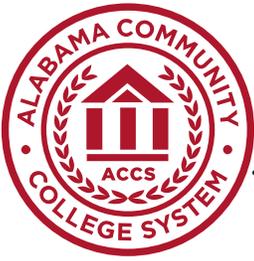
183636

*Michael B. Tew*

SECRETARY-TREASURER

*Charles A. Verbeke, Jr.*

CHAIRMAN



# FACILITIES DIVISION

## ACCS FORM 5-E

### PROPOSAL FORM

To: Alabama Community College System

Date: \_\_\_\_\_

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

<Legal Name of Bidder>

hereby proposes to furnish all labor and materials and perform all work required for the construction of **WORK:**

in accordance with Drawings and Specifications, dated \_\_\_\_\_, prepared by: \_\_\_\_\_, Architect/Engineer

The Bidder, which is organized and existing under the laws of the State of: \_\_\_\_\_,

having its principal offices in the City of: \_\_\_\_\_,

is:  a Corporation     a Partnership     an Individual     Other: \_\_\_\_\_

#### LISTING OF PARTNERS OR OFFICERS:

If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

**BIDDER'S REPRESENTATION:** The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

**ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_ through \_\_\_\_ inclusively.

**BASE BID:** For construction complete as shown and specified, the sum of: \_\_\_\_\_ Dollars (\$) )

**ALTERNATES:** If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

- For Alternate No. 1 ( <Keyword for Amount> )     add     deduct \$
- For Alternate No. 2 ( <Keyword for Amount> )     add     deduct \$
- For Alternate No. 3 ( <Keyword for Amount> )     add     deduct \$
- For Alternate No. 4 ( <Keyword for Amount> )     add     deduct \$
- For Alternate No. 5 ( <Keyword for Amount> )     add     deduct \$
- For Alternate No. 6 ( <Keyword for Amount> )     add     deduct \$

**UNIT PRICES** - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

**BID SECURITY:** The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information):

- Bid Bond, executed by \_\_\_\_\_ as Surety,
- A cashier's check on the \_\_\_\_\_ Bank: \_\_\_\_\_,  
for the sum of: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) made payable to the Awarding Authority.

**BIDDER'S ALABAMA LICENSE:**

State License for General Contracting: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**License Number                      Bid Limit                      Type(s) of Work**

**CERTIFICATIONS:** The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

**Legal Name of Bidder:** \_\_\_\_\_

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

**\*By (Legal Signature):** \_\_\_\_\_

\*Name & Title (Print):

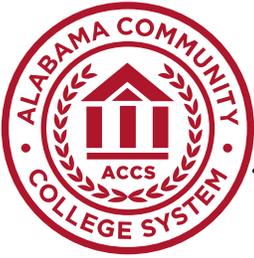
Telephone Number:

**(SEAL)**

Email Address:

\* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.





# FACILITIES DIVISION

## ACCS FORM 5-H

(Must be submitted with ACCS Form 5-E)

### ACCOUNTING OF SALES TAX ATTACHMENT TO ACCS FORM 5-E: PROPOSAL FORM

<b>TO:</b>		<b>DATE:</b>	
<b>NAME OF PROJECT:</b>			

#### SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

#### ESTIMATED SALES TAX AMOUNT

<b>BASE BID:</b>			Dollars \$
For Alternate No. 1 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 2 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 3 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 4 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 5 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 6 ( <Keyword for Amount> )	<input type="radio"/> add	<input type="radio"/> deduct \$	

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

#### **Legal Name of Bidder:**

Mailing Address:

**\*By (Legal Signature):** \_\_\_\_\_

\*Name (Print):

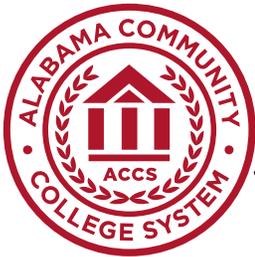
(SEAL)

\*Title (Print):

\*Telephone Number:

Email Address:

**Note:** A completed ACCS Form 5-H: Accounting of Sales Tax must be submitted with ACCS Form 5-E: Proposal Form. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.



# FACILITIES DIVISION

## ACCS FORM 5-J

You may use your own form provided all requested information and signatures are on your form as well as the "I certify..." statement.  
 - DO NOT USE COLORED PRINT OR SHADED TABLES -

### CERTIFIED TABULATION OF BIDS

PROJECT:			AS TABULATED BELOW, BIDS WERE RECEIVED: DATE: TIME: PLACE:		
ACCS PROJECT#:					
CONTRACTOR	SURETY	BASE BID	BID ALT.#1	BID ALT.#2	REMARKS

I certify that the above bids were advertised, were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

\_\_\_\_\_  
 ARCHITECTURAL/ENGINEERING FIRM NAME

\_\_\_\_\_  
 NAME AND TITLE OF ARCHITECT/ENGINEER

Sworn and subscribed before me this **19th** day of **-Month-** **-Year-**  BY REPUBLIC (SEAL)

BY: \_\_\_\_\_  
 SIGNATURE

**SCHEDULE OF VALUES**

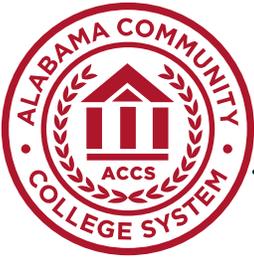
ACCS Form 6-E

Project:	
Contractor Company:	ACCS Project No.:
Retainage: 5% of Completed Work and Stored Materials to Date (G) is retained when G Total is less than 50% of Scheduled Value (C) Total. 0 is retained on final payment application.	Application No.:
	Application Date:
	Period From: <span style="float:right">Period To:</span>

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value (including fully executed change orders)	Work Completed		Materials Presently Stored (Not in D or E)	Completed Work & Stored Materials to Date (D+E+F)	% of Contract to Date (G/C)	Balance to Finish (C-G)	Retainage (Variable Rate)
			From Previous Application (D+E)	This Period					
1.	Bond & Insurance	\$ 75,680.00		\$ -		\$ -	0.00%	\$ 75,680.00	\$ -
2.	Supervision	\$ 71,000.00		\$ -		\$ -	0.00%	\$ 71,000.00	\$ -
3.	General Requirements/ Mobilization	\$ 94,000.00		\$ -		\$ -	0.00%	\$ 94,000.00	\$ -
4.	New Wood Blocking Allowance	\$ 6,500.00		\$ -		\$ -	0.00%	\$ 6,500.00	\$ -
5.	Poly Iso Board Allowance	\$ 8,200.00	\$ -	\$ -		\$ -	0.00%	\$ 8,200.00	\$ -
6.	2 Ply Mod Bit Roof Allowance	\$ 12,000.00	\$ -	\$ -		\$ -	0.00%	\$ 12,000.00	\$ -
7.	Cementitious Wood Decking Allowance	\$ 6,000.00	\$ -	\$ -		\$ -	0.00%	\$ 6,000.00	\$ -
8.	Structural Fill Material Allowance	\$ 30,000.00	\$ -	\$ -		\$ -	0.00%	\$ 30,000.00	\$ -
9.	Interior Demolition	\$ 138,000.00	\$ -	\$ -		\$ -	0.00%	\$ 138,000.00	\$ -
10.	Sitework Demo Existing Paving	\$ 64,500.00	\$ -	\$ -		\$ -	0.00%	\$ 64,500.00	\$ -
11.	Excavation (Haul and Fill)	\$ 183,000.00	\$ -	\$ -		\$ -	0.00%	\$ 183,000.00	\$ -
12.	Storm Work	\$ 71,000.00	\$ -	\$ -		\$ -	0.00%	\$ 71,000.00	\$ -
13.	Erosion Control	\$ 16,700.00	\$ -	\$ -		\$ -	0.00%	\$ 16,700.00	\$ -
14.	New Site Improvements (Paving/Curb &Gutter)	\$ 115,680.00	\$ -	\$ -		\$ -	0.00%	\$ 115,680.00	\$ -
15.	Building Foundation	\$ 95,100.00	\$ -	\$ -		\$ -	0.00%	\$ 95,100.00	\$ -
16.	Slab On Grade	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 125,000.00	\$ -
17.	Sidewalks	\$ 68,000.00	\$ -	\$ -		\$ -	0.00%	\$ 68,000.00	\$ -
18.	Sodding	\$ 43,000.00	\$ -	\$ -		\$ -	0.00%	\$ 43,000.00	\$ -
19.	Termite Protection	\$ 11,000.00	\$ -	\$ -		\$ -	0.00%	\$ 11,000.00	\$ -
20.	CMU Material and Labor	\$ 51,000.00	\$ -	\$ -		\$ -	0.00%	\$ 51,000.00	\$ -
21.	Brick Material and Labor	\$ 79,580.00	\$ -	\$ -		\$ -	0.00%	\$ 79,580.00	\$ -
22.	Precast Material and Labor	\$ 43,000.00	\$ -	\$ -		\$ -	0.00%	\$ 43,000.00	\$ -
23.	Waterproofing/ Isoboard/ Sealants	\$ 61,000.00	\$ -	\$ -		\$ -	0.00%	\$ 61,000.00	\$ -
24.	Misc Steel	\$ 21,000.00	\$ -	\$ -		\$ -	0.00%	\$ 21,000.00	\$ 525.00
25.	Handrails	\$ 43,000.00	\$ -	\$ -		\$ -	0.00%	\$ 43,000.00	\$ 1,075.00
26.	Roofing for Existing Gym/ wall panels	\$ 408,000.00	\$ -	\$ -		\$ -	0.00%	\$ 408,000.00	\$ 10,200.00
27.	PEMB Package	\$ 271,000.00	\$ -	\$ -		\$ -	0.00%	\$ 271,000.00	\$ 6,775.00
28.	PEMB Erection	\$ 135,000.00	\$ -	\$ -		\$ -	0.00%	\$ 135,000.00	\$ 3,375.00
29.	PEMB Insulation	\$ 34,000.00	\$ -	\$ -		\$ -	0.00%	\$ 34,000.00	\$ 850.00
30.	Plumbing Demo and Thru Slab RI	\$ 121,000.00	\$ -	\$ -		\$ -	0.00%	\$ 121,000.00	\$ 3,025.00
31.	Plumbing Thur Wall RI	\$ 103,540.00	\$ -	\$ -		\$ -	0.00%	\$ 103,540.00	
32.	Plumbing Fixture Install and TO	\$ 161,775.00							
33.	Electrical Demolition and Thru Slab RI	\$ 215,000.00							
34.	Electrical Thru Wall RI	\$ 115,800.00							
35.	Electrical Above Ceiling and TO	\$ 236,810.00							







## PERFORMANCE BOND

<b>7 SURETY'S BOND NUMBER:</b>	
<b>1 The PRINCIPAL</b> (Company name and address of Contractor as appears in the Construction Contract)	
<b>NAME:</b>	
Address:	
<b>2 The SURETY</b> (Company name and primary place of business)	
<b>NAME:</b>	
Address:	
<b>3 The OWNER:</b> THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:	
Address:	
<b>4 The PENAL SUM</b> of this Bond (the Contract Sum):	
<b>5 DATE</b> of the Construction Contract:	
<b>6 The PROJECT:</b> (Same as appears in the Construction Contract)	

- 1. WE, THE PRINCIPAL (hereinafter “Contractor”) AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- 2.** The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.
  
- 3.** Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
  
- 4.** The Surety’s obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
  - (a)** gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor’s right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor’s receipt of the notice; and
  - (b)** gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
  
- 5.** In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
  - (a)** On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b)** Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety’s resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

**6.** As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

**7.** By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:

**(a)** the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and

**(b)** as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

**8.** In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

**9.** Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

**(a)** the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

**(b)** additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;

(c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;

(d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and

(f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

**10.** All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

**8** **SIGNED AND SEALED** this -Day- of -Month- -Year-

**9** **SURETY:**

\_\_\_\_\_  
SURETY COMPANY NAME

BY: \_\_\_\_\_  
SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_  
SIGNEE'S TITLE

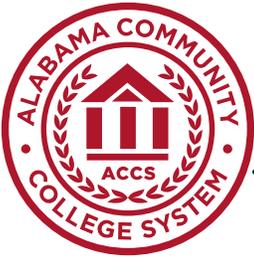
**10** **CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

BY: \_\_\_\_\_  
SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_  
SIGNEE'S TITLE

**11** **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.



### PAYMENT BOND

<b>7 SURETY'S BOND NUMBER:</b>	
<b>1 The PRINCIPAL</b> (Company name and address of Contractor as appears in the Construction Contract)	
<b>NAME:</b>	
Address:	
<b>2 The SURETY</b> (Company name and primary place of business)	
<b>NAME:</b>	
Address:	
<b>3 The OWNER:</b> THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:	
Address:	
<b>4 The PENAL SUM</b> of this Bond (the Contract Sum):	
<b>5 DATE</b> of the Construction Contract:	
<b>6 The PROJECT:</b> (Same as appears in the Construction Contract)	

- 1. WE, THE PRINCIPAL (hereinafter “Contractor”) AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
- 2.** The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.
- 3.** Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney’s fee based on the result, together with interest on the claim from the date of the notice.
- 4.** Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant’s name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
- 5.** This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
- 6.** All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

**8** **SIGNED AND SEALED** this -Day- of -Month- -Year-

**9** **SURETY:**

\_\_\_\_\_

SURETY COMPANY NAME

BY: \_\_\_\_\_

SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_

SIGNEE'S TITLE

**10** **CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_

CONTRACTOR COMPANY NAME

BY: \_\_\_\_\_

SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_

SIGNEE'S TITLE

**11** **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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**By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

Company ID Number: \_\_\_\_\_

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
						-			

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they