FACILITIES DIVISION

ACCS FORM 2-D

PAYMENT BOND

7 **SURETY'S BOND NUMBER:**	

1 The **PRINCIPAL** (Company name and address of Contractor as appears in the Construction Contract)

NAME:	
Address:	

2 The **SURETY** (Company name and primary place of business)

NAME:	
Address:	

3 The **OWNER:** THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:

Address:	

4 The **PENAL SUM** of this Bond (the Contract Sum):

5 **DATE** of the Construction Contract:

6 The **PROJECT:** (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.