

ALABAMA SUPPLEMENTAL TERMS AND CONDITIONS

VERSION 1.0, REVISED JANUARY 1, 2024

The following clauses apply to Work in the State of Alabama. To the extent these clauses conflict with any term or condition in the *Standard Terms and Conditions*, the Parties shall (i) endeavor to interpret the clauses in harmony, otherwise (ii) these *Alabama Supplemental Terms and Conditions* take precedence.

Subcontractor agrees to flow down and incorporate all applicable clauses to its Lower Tier Subcontractors and its Lower Tier Suppliers.

1. SUBCONTRACTOR'S LICENSE.

Subcontractor shall possess, or obtain prior to, and maintain throughout the Work under this Agreement a license from the State of Alabama as a contractor for the trades work to be performed under the Agreement. Subcontractor's failure to possess or maintain a license in accordance with this Agreement constitutes grounds for immediate termination for default in accordance with the *Standard Terms and Conditions* § 10.1 without notice or within Subcontractor being given the opportunity to cure. Subcontractor's failure to timely obtain a license to begin Work will not constitute grounds for an extension of time or increase of the Subcontract Price.

2. FOREIGN CORPORATION – ALABAMA SECRETARY OF STATE REGISTRATION.

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

3. WORK FOR A STATE OR LOCAL GOVERNMENT AGENCY IN ALABAMA.

When the Owner is a state or local government public body, the following clauses also apply to the Subcontractor's Work:

- 3.1 **Beason-Hammon Alabama Taxpayer and Citizen Protection Act.** As required by Section 31-13-9(k) of the Code of Alabama 1975, the Subcontractor agrees to the following: "By signing this Subcontract, the contracting parties affirm, for the duration of any 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." Verification of enrollment in the E-Verify program will be required prior to any award to a Subcontractor who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with Subcontractor's name. To enroll in the E-Verify program visit <https://www.e-verify.gov/>
- 3.2 **Certification Pursuant to Act no. 2006-557.** Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that Subcontract executed shall contain a certification that the Subcontractor and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the Subcontractor hereby certifies that it is in full compliance with Section 41-4-142, it is not barred from bidding or entering into a contract as a result, and acknowledges that the Contractor may declare the Subcontract void if the certification is false.
- 3.3 **Compliance with Ala. Act No. 2023-409.** In compliance with Ala. Act No. 2023-409, by signing this contract, Subcontractor provides written verification that Subcontractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

4. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of laws and clauses required by law to be inserted in this Subcontract Agreement and will be deemed to be inserted herein and incorporated by reference. The Subcontract Agreement will be read and enforced as though it were included and if—through mistake or otherwise—any such provision is not inserted or not correctly inserted, then upon the application of other party the Subcontract Agreement will be amended to make such insertion.