PROPOSAL FORM

To: The University of South Alabama

Date: January 20, 2015

In compliance with your Advertisement for Bids and subject to all 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: University of South Alabama Valve Installation Annual Contract

in accordance with Drawings and Specifications, dated December 19, 2014, prepared by KREBS Engineering Inc., and the University of South Alabama Facilities Department.

The Bidder, which is organized and existing under the laws of the State of [Alabama], having its principal offices in the City of [Eight Mile], 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:

[4275 Foundry Road, Eight Mile, AL 36612]

Deborah Bishop - President, Randy Bishop - Secretary

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. N/A through N/A inclusively.

BASE BID: (Items 1 thru 4) For construction complete as shown and specified, the sum of

One Hundred Thirteen Thousand Two Hundred Eighteen Dollars ($132,181.60)

Provide Attachment 'A' to be included with proposal form.

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 (add)deduct $ N/A

Page 1 of 2
UNIT PRICES – (See Attachment)(if required)

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 (15) 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 Old Republic Surety Company as Surety,
   a cashier’s check on the Bank of

for the sum of $5% of Amount Bid, Not to Exceed $4,000.00 Dollars
($5% of Bid, Not To Exceed $4,000) made payable to the Awarding Authority.

BIDDER’S ALABAMA LICENSE:
State License for General Contracting: 13799

BC, H/RR-S: Barring, H/RR, HS, MS, PL-CA-M, MC

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 Owner in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder: Construction Labor Services, Inc.

Mailing Address: P.O. Box 987, Selma, AL 36775

* By (Legal Signature)

* Name (type or print) Deborah Bishop (Seal)

* Title President

Telephone Number 251-645-4147

* 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.
ATTACHMENT ‘A’ TO PROPOSAL FORM

STATED ALLOWANCES AND UNIT PRICES

STATED ALLOWANCE AND UNIT PRICES

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Base Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Base Bid. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWANCE QUANTITY</th>
<th>ALLOWANCE UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization and Installation of 4&quot; Inserting Valve</td>
<td>5</td>
<td>EA</td>
<td>6,647.85</td>
</tr>
<tr>
<td>Mobilization and Installation of 6&quot; Inserting Valve</td>
<td>5</td>
<td>EA</td>
<td>7,243.50</td>
</tr>
<tr>
<td>Mobilization and Installation of 8&quot; Inserting Valve</td>
<td>3</td>
<td>EA</td>
<td>8,661.40</td>
</tr>
</tbody>
</table>

Page 1 of 2
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWANCE QUANTITY</th>
<th>ALLOWANCE UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization and Installation of 10&quot; Inserting Valve</td>
<td>1</td>
<td>EA</td>
<td>17,777.65</td>
</tr>
</tbody>
</table>

TOTAL UNIT COST ALLOWANCE  18,218.60

(Contractor's Base Bid shall equal the total Unit Cost Allowance. Items not utilized in project will be deducted out of the contract by change order at the end of the project)

Contractor shall list the manufacturer of the following products that are to be used in this project:

Inserting Valves: *Rome, Hydra-Stop*
ACCOUNTING OF SALES TAX
Attachment to ABC Form C-3
Proposal Form

To: University of South Alabama (Awarding Authority)  Date: 1-20-15

NAME OF PROJECT: Value Installs/Annual Contract

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:

BASE BID: ESTIMATED SALES TAX AMOUNT

<table>
<thead>
<tr>
<th>Alternate No. 1</th>
<th>(insert key word for Alternate)</th>
<th>(add)(deduct) $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate No. 2</td>
<td>(add)(deduct) $</td>
<td></td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>(add)(deduct) $</td>
<td></td>
</tr>
<tr>
<td>Alternate No. 4</td>
<td>(add)(deduct) $</td>
<td></td>
</tr>
<tr>
<td>Alternate No. 5</td>
<td>(add)(deduct) $</td>
<td></td>
</tr>
<tr>
<td>Alternate No. 6</td>
<td>(add)(deduct) $</td>
<td></td>
</tr>
</tbody>
</table>

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: Construction Labor Services, Inc
Mailing Address: 300 Flex 089, Semmes, AL 36575
* By (Legal Signature): [Signature]
* Name (type or print): Deborah Bishop (Seal)
* Title: President
Telephone Number: 251-645-4147
USE BLACK INK ONLY

BID BOND

The PRINCIPAL (Bidder's Name and Address)
Construction Labor Services, Inc.
P.O. Box 987
Sementes, AL 36575

The SURETY (Name and Principal Place of Business)
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

The OWNER (Name and Address)
University of South Alabama
307 N. University Blvd.
Mobile, AL 36688

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents) 

Valve Installation Annual Contract - Bid No. 4121801

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars ($10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this __________ day of __________, 2015.

ATTEST:

PRINCIPAL:

Construction Labor Services, Inc.

By ___________________________
Deborah Bishop, President

SURETY:

Old Republic Surety Company

By ___________________________
Charles E. Guntharp, Jr., Attorney-In-Fact
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARSHA GREENE, WANDA S. TAYLOR, CHARLES E. GUNTHARP JR., DANIELLE R. MARTIN, GAYLA D. PORTER, OF MOBILE, AL.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self insurance workers compensation bonds, guarantee payment of notes, asbestos removal contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF THREE MILLION DOLLARS ($3,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are ratified and confirmed.

This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of OCTOBER, 2014.

OLD REPUBLIC SURETY COMPANY

PHILLIS M. JOHNSON
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 29TH day of OCTOBER, 2014, personally came before me, Alan Pavlic, and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN N. PEARMAN
Notary Public
(Expiration of notary commission does not invalidate this Instrument)

Signed and sealed at the City of Brookfield, WI this 20th day of Jan, 2015.

SS NESBITT & CO INC

THE COMPANY LOGO APPEARS ON THE BACK OF THE DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

Entity Completing Form: Construction Labor Services, Inc.

Address: P.O. Box 987
City, State, Zip: Selma, AL 36752

Telephone Number: (251) 645-4147

State Agency/Department That Will Receive Goods, Services, or Is Responsible for Grant Award:
University of South Alabama

Address: 307 University Blvd
City, State, Zip: Mobile, AL 36688-0002

Telephone Number: (251) 460-6601

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.

<table>
<thead>
<tr>
<th>State Agency/Department</th>
<th>Type of Goods/Services</th>
<th>Amount Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>Utilities</td>
<td>$523,959.61</td>
</tr>
<tr>
<td>ACDOT</td>
<td>Utilities</td>
<td>$965,817.20</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>State Agency/Department</th>
<th>Date Grant Awarded</th>
<th>Amount of Grant</th>
</tr>
</thead>
</table>

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: N/A

Address: N/A

State Department/Agency: N/A

Over
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.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/AGENCY WHERE EMPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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.)

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.)

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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

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: [Signature]  Date: 1/19/15

Notary’s Signature: [Signature]  Date: 01/19/15  Date Notary Expires: 08/28/15

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.