CONSTRUCTION CONTRACT

This Construction Contract is entered into this day of in the year of
between the OWNER(s),

and the CONTRACTOR,

for the WORK of the Project, identified as:

The CONTRACT DOCUMENTS are dated and have been amended by ADDENDA

The ARCHITECT is

The CONTRACT SUM is Dollars ($ ) and is the sum of the Contractor's Base Bid for the Work and the following BID ALTERNATE PRICES:

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 (ABC Form C-8), 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 be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, Alabama Building Commission, and shall then be substantially completed within the Contract Time.

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.)*

(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.       Bid Limit:       Classification:

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 Number 26.

(15)

APPROVALS

________________________________________________

By _____________________________________________

STATE OF ALABAMA BUILDING COMMISSION
(Not required for locally-funded, SDE projects.)

By ________________________________

Director, Technical Staff

CONTRACTING PARTIES

________________________________________________

By _____________________________________________

Contractor

Name & Title ________________________________

________________________________________________

By _____________________________________________

Owner

Name & Title ________________________________