This form is provided solely for the purpose of inclusion in the project manual. A Construction Contract for fully locally-funded K-12 projects must be initiated via the appropriate DocuSign link from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx by the Lead Design Professional Firm.

(1) **DCM (BC) Project No.**

CONSTRUCTION CONTRACT

Numbers in margin correspond to "Checklist", DCM Form B-7

(2) This Construction Contract is entered into this day of in the year of

(3) between the **OWNER,**
Entity Name:
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 (DCM 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 commence on a date to be specified in a Notice to Proceed issued by the Owner (or by the Lead Design Professional on the Owner's behalf), 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.

Numbers in margin correspond to "Checklist", DCM Form B-7

(13) **SPECIAL PROVISIONS** *(Insert any Special Provisions 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.:

Classification(s):

Bid Limit:

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)

APPROVAL

ALABAMA STATE DEPARTMENT OF EDUCATION (SDE)
(*Required for locally-funded, SDE projects.*)

By_____ Date:_____
State Superintendent of Education

CONTRACTING PARTIES

_____
Contractor Company

By _____
Signature

Name & Title _____

_____
Owner Entity

By _____
Signature

Name(s) & Title(s) _____

Routing of the Construction Contract to reviewers and e-signers is automated through DocuSign. DocuSign links for fully locally-funded contract documents are available from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx.