

(1) PSCA Project No. BC Project No.

CONSTRUCTION CONTRACT

(2) This Construction Contract is entered into this _____ day of _____ in the year of
(3) between the OWNERS, the ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY and

(4) and the CONTRACTOR, **THIS FILE IS FOR USE BY BONDING SOLUTIONS & ALLSURETYBONDS.COM,**
(5) for the WORK of the Project, identified as: **IT'S CLIENTS AND AFFILIATES. PLEASE CALL (877) 841-6745 TO REMOVE THIS**

(6) The CONTRACT DOCUMENTS are dated _____ and have been amended by
(7) ADDENDA **WATERMARK.**

(8) The ARCHITECT is _____

(9) The CONTRACT SUM is _____ Dollars
(\$ _____) and is the sum of the Contractors 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 (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.

(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.

(13) SPECIAL PROVISIONS *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices)*

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

A. SEVERABLE PAYMENTS: The Alabama Public School and College Authority will first pay the Contractor _____ Dollars (\$ _____) from its available funds and the _____ will thereafter pay the Contractor the remaining _____ Dollars (\$ _____) from its available funds.

B.

(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	CONTRACTING PARTIES
<p>By _____</p>	<p>Contractor</p> <p>By _____</p> <p>Signature of Officer of Firm</p> <p>Name & Title _____</p>
<p>STATE OF ALABAMA BUILDING COMMISSION</p> <p>By _____</p> <p>Director, Technical Staff</p>	<p>Local Owner</p> <p>By _____</p> <p>Name & Title _____</p> <p>ALABAMA PUBLIC SCHOOL and COLLEGE AUTHORITY</p> <p>By _____</p> <p>Governor and President of Authority</p> <p>Attest _____</p> <p>Secretary of Authority</p>

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

