

CONSTRUCTION CONTRACT

This Construction Contract is entered this ____ day of January in the year 2025

between the **OWNER,**

**Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507**

and the **CONTRACTOR,**

**Rolin Construction, Inc
8320 Spanish Fort Blvd. Suite #200
Spanish Fort, AL 36527**

for the **WORK** of the Project, identified as:

WG25-08, Construction of a new office building for use by the Baldwin County Commission and the District Attorney's Office.

The **CONTRACT DOCUMENTS** are dated October 21, 2024, and have been amended by

ADDENDA; No.1 dated December 12, 2024

No.2 dated December 17, 2024

No.3 dated December 18, 2024

No.4 dated December 19, 2024

The **ARCHITECT** is Todd Stewart, ADAMS STEWART ARCHITECTS
22615 Highway 59 North
Robertsdale, AL 36535

The **CONTRACT SUM** is Seven Million, Five Hundred Ninety Thousand Dollars and 00/100 (\$7,590,000.00) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE PRICES: NONE

The **CONTRACT TIME** is 24 Months (720) 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 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:

- \$500.00/day for the first 10 calendar days beyond construction contract time.
- \$1,000.00/day for every calendar day beyond 10 days from construction contract time.

SPECIAL PROVISIONS: None

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. 46194 Bid Limit: Unlimited Classification: BC; Building Construction

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.

OWNER	CONTRACTOR
_____ Owner's Signature	_____ Contractor's Signature
Name _____	Name _____
Title _____	Title _____