CONTRACT NO. AC-(FY)-C-(xxxx)-S

00 52 00 - CONSTRUCTION CONTRACT FORM

STATE OF ALABAMA

THE ARMORY COMMISSION OF ALABAMA

CONSTRUCTION CONTRACT

OWNER:	**THE ARMORY COMMISSION OF ALABAMA** **P.O. BOX 3711** **MONTGOMERY, ALABAMA 36109-0711**
CONTRACTOR:	**(Contractor's Name)** **(Street Address)** **(City, State Zip)**
CONTRACT FOR:	**(Project Name)**
CONSTRUCTION LOCATION:	**(Project City, State)**
AMOUNT:	**(Dollar Amount)**
PAYMENT TO BE MADE BY:	**STATE OF ALABAMA**

FEDERAL:

STATE:

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CONTRACT AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT, entered into this **(day)** day of **(month) (year)** by and between The Armory Commission of Alabama (hereinafter called the Owner), and **(Contractor Name)**(hereinafter called the Contractor).

WITNESSETH that the Owner and the Contractor, in consideration of premises of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work for **(Project Name)** in strict and entire conformity with the plans and specifications dated **(Date)** prepared by **(Architect/Engineer)** and approved by The Armory Commission, including Addenda thereto numbered **(Number)**, all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

TIME OF COMPLETION: The work shall be commenced on a date to be specified in a written proceed order of the Contracting Officer and shall be completed within **(# of Days)** from and after said date as provided in the Contract documents.

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COMPENSATION TO BE PAID: The Owner will pay and the Contractor will accept in full consideration for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the sum of **(Contract Amount),** being the amount of the Contractor's bid for the aforesaid work, including bid items **(Awarded Items).** The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

COMPLIANCE WITH ADDITIONAL STATE REQUIRED CLAUSES: By signing this contract, the Contractor hereby certifies compliance and agreement with the following clauses required by the State of Alabama:

1. In compliance with Act No. 2012-491, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom;
2. In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade;
3. In compliance with the merit system exclusion clause, the Contractor understands

and agrees that the Contractor is not to be considered a State of Alabama merit system employee and is not entitled to any benefits of the State Merit System;

4. By entering into this contract, the Contractor is not an agent of the state, its officers, employees, agents or assigns. The Contractor is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

IN WITNESS WHEREOF, the Parties hereto and on the day and year first above written have executed this Agreement in Three counterparts, each of which shall without proof or accounting for the other counterparts, be deemed as original thereof.

This Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975 as amended, and applicable sections of Department of Defense Armed Services Procurement Regulation. The terms and commitments of this 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.

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WITNESSES:

CONTRACTING PARTIES:

_____

(Contractor's Name)
Contractor

_____

_____
(Signature)

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

_____
XXXXXX XXXXXX
Assistant Attorney General

This contract has been reviewed for and is approved as to content.

_____
XXXXX XXXXXX
State Military Deputy Director

NOTE: If the Contractor is a corporation, witnesses are not required, but the annexed certificate must be completed. Type or print names under all signatures.

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ATTEST:

The Armory Commission of Alabama

XXXXXX XXXX
Secretary
The Armory Commission

XXXXX X XXXXXX
Major General, ALNG
The Adjutant General

ATTEST:

APPROVED:

XXXXX X XXXXXX
Secretary of State of Alabama

XXXX X XXXXX
Governor, State of Alabama

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CERTIFICATE

I,_____, certify that I am the _____ of the corporation named as Contractor herein; that ___xxxxxxxxx._____, who signed this contract on behalf of the Contractor, was then the ___xxxxxxxxx___ of said corporation; that said Contractor was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(S E A L) _____

NOTE: Contractor, if a corporation, should cause the above certificate to be executed under its corporate seal. THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

NOTE: In the event that the Contractor is not a corporation, the signature page must be witnessed by two individuals and this page may be left blank.