CONSTRUCTION CONTRACT

This Construction Contract is entered into this May 21, 2015, between the OWNER(s), Auburn University, c/o Facilities Management 1161 West Samford Avenue Auburn University, AL 36849-5514 Phone: 334/844-9266; Fax: 334/844-9458

and the CONTRACTOR, Russell Construction of Alabama, Inc. 1616 Mt. Meigs Road Montgomery, AL, 36107 Phone: 334-215-1617; Fax: 334-215-1616

for the WORK of the Project, identified as: AU Project Name: Cater Hall - Building Wide, Comprehensive B AU Project No.: 14-220

The CONTRACT DOCUMENTS are dated April 17, 2015, and have been amended by ADDENDA: Four

The ARCHITECT is: Goodwyn, Mills & Cawood, Inc.; 2660 EastChase Lane, Suite 200; Montgomery AL, 36117

The CONTRACT SUM is Six Hundred Eighty Thousand One Hundred Seventy Four Dollars ($680,174.00) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE PRICES:
Base Bid: $499,774.00
Alternate One: $100,000.00

The CONTRACT TIME is
Eighty-Nine (89) calendar days from the date of Notice to Proceed.

Work is to be completed prior to May 11, 2025, 12:00 AM per Special Conditions. Work will not start prior to April 1, 2015, but project must be completed before May 12, 2015.
THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents (including but not limited to the Addendum form, this document, and all attachments to the Addendum, at the cost of the Contractor, and in accordance with the requirements of the Owner) are incorporated herein by reference. The Contractor and Surety shall be liable for all damages (including liquidated damages) as provided for herein. The liquidated damages shall be determined at $200 per calendar day. The Contractor and Surety shall be liable for all claims and damages, including liquidated damages, on a date to be determined by the Owner.

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 table. If the dollar amount is not stipulated, the liquidated damages shall be determined at Two Hundred dollars ($200) per calendar day.

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

Special attention is called to Article 1 - Item E of the General Conditions of the Contract.

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that the Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the License No. is 12345 and the Classification is UNLIMITED. The Owner and Contractor have entered into this Construction Contract as of the date of this document, and have executed this Construction Contract in sufficient counterparts to en

PERFORMANCE BOND

USE BLACK INK ONLY

The PRINCIPAL (Name and address of Contractor, same as appears in the Construction Contract)
Russell Construction Of Alabama
1616 MT. MEIGS ROAD
MONTGOMERY, AL 36107

The SURETY (Name and Principal Place of Business)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE, 18TH FLOOR, SCHAUMBURG, IL 60196
847-413-5048

The OWNER(s), (Name and Address, same as appears in the Construction Contract)
Auburn University, c/o Facilities Management
1161 West Samford Avenue
Auburn University, AL 36849-5514

ABC Form C-6
August 2001
The PENAL SUM of this Bond (the Contract Sum) One Million Three Hundred Five Thousand Four Hundred Ninety-Eight Dollars and 0 Cents ($1,357,983.00)


The PROJECT (Same as appears in the Construction Contract)
AU Project Name: Russell Construction Of Alabama, in
AU Project No.: 06-176