

CONSTRUCTION AGREEMENT

This AGREEMENT is made and entered into this day of _____, 20 , by and between Tuskegee University, 204 Kresge Center, Tuskegee, AL 36088, hereinafter referred to as "Owner", and CONTRACTOR NAME _____, CONTRACTOR ADDRESS _____, hereinafter referred to as the "Contractor" as follows:

1. For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to construct, install or perform, in accordance with the plans, specifications, requirements and/or directions furnished by Owner and mandatory pre-bid walk-through and the bid documents (as amended through addenda), the following: PROJECT NAME: _____, PROJECT DESCRIPTION: _____

More specifically, the Contractor shall perform the work in accordance with the requirements set forth in the attached exhibits: LIST ALL APPLICABLE EXHIBITS HERE AND ATTACH TO CONTRACT

In the event of a conflict between this Agreement and these exhibits, this Agreement shall control. The Contractor hereby represents that it, and its subcontractors, have performed all necessary building inspections and field measurements for adequately pricing the work under

increasing the labor force and/or supervision, working holidays and weekends and adding equipment and operators. Such an acceleration shall be separately accounted for by Contractor. If Contractor reasonably believes that acceleration is not justified under the terms of this clause, it shall so advise Owner in writing within three (3) calendar days of receipt of the directive to accelerate. In such case of objection, Contractor may expressly reserve its right to claim a compensable acceleration under paragraph (b) below, but nevertheless must proceed with the acceleration as directed.

(b) In the event the progress of the Work is on schedule for meeting the completion date, as adjusted for time extensions provided elsewhere in this Agreement, the Owner reserves the right to direct Contractor to accelerate its progress as a change in the Work and with compensation as provided in paragraph 5 hereof. Reasonable costs of such acceleration shall be separately accounted for by Contractor.

8. Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract, that it will comply with the provisions of the Davis-Bacon Act

deductive change order(s) will be issued to Contractor removing from the contract price all sales and/or use tax that was, or could have been, avoided. Where not otherwise indicated, the Alabama Building Commission Guidelines and Forms for Tax Savings Arrangements should be used for guidance and reference.

16. All claims, disputes and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided by