CONSTRUCTION CONTRACT

This Construction Contract is entered into this ______ day of ______ in the year of _______

between the OWNER, the Alabama Community College System on behalf of
Local College or Trade School Name:
Address:
Email & Phone #:

and the CONTRACTOR,
Company Name:
Address:
Email & Phone #:

for the WORK of the Project, identified as:

The CONTRACT DOCUMENTS are dated ____________ and have been amended by
ADDENDA

The ARCHITECT is
Firm Name:
Address:
Email & Phone #:

The CONTRACT SUM is
Dollars ($ ______) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE PRICES:

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 (ACCS Form 2-B), 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 commence on a date to be specified in a Notice to Proceed issued by the Chief Facilities Officer, ACCS
Facilities Division, 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 __________________________ dollars ($______) per calendar day.
SPECIAL PROVISIONS  (Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below.)

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.: 
Classification(s): 

Bid Limit:
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 No. 26.

APPROVALS

ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)

By ___________________________ Date: ______________

Chief of Facilities

LOCAL COLLEGE OR TRADE SCHOOL

By ___________________________

AS PRESIDENT OF: _______________________

CONTRACTING PARTIES

Contractor Company

By ___________________________

Signature

Name & Title _______________________

ALABAMA COMMUNITY COLLEGE SYSTEM
AS OWNER

By ___________________________

Chancellor