



FACILITIES MANAGEMENT

ACCS FORM 2-A

CONSTRUCTION CONTRACT

•Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

1 **ACCS PROJECT#:** _____

2 This Construction Contract is entered into this _____ day of _____ in the year of
3 between the **OWNER**, the Alabama Community College System on behalf of:

Address: _____

Email: _____ Phone: _____

4 and the **CONTRACTOR**,

Company Name: _____

Address: _____

Email: _____ Phone: _____

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

6 The **CONTRACT DOCUMENTS** are dated _____ and have been amended by _____

7 **ADDENDA:**

8 The **ARCHITECT** is

| | | | |
|------------|--|--------|--|
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |

9 The **CONTRACT SUM** is:

Dollars \$

and is the sum of the Contractor's Base Bid for the Work and the following

10 **BID ALTERNATE PRICES:**

11 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.

12 **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

13 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).

14 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.: | | | |
| Bid Limit: | | Classifications | |

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.

15

APPROVALS

CONTRACTING PARTIES

ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)

BY: _____ DATE: _____
CHIEF FACILITIES OFFICER

LOCAL COLLEGE OR TRADE SCHOOL

BY: _____
AS PRESIDENT OF

CONTRACTOR COMPANY

BY: _____
SIGNATURE

NAME: _____

TITLE: _____

ALABAMA COMMUNITY COLLEGE SYSTEM
(AS OWNER)

BY: _____
CHANCELLOR