



# FACILITIES DIVISION

## ACCS FORM 2-AA

### CONSTRUCTION CONTRACT FOR PROJECTS LESS THAN \$100,000

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

<b>1</b>	<b>ACCS PROJECT#:</b>			
<b>2</b>	This Construction Contract is entered into this                      day of                      in the year of			
<b>3</b>	between the <b>OWNER</b> , the Alabama Community College System on behalf of:			
	Address:			
	Email:		Phone:	
<b>4</b>	and the <b>CONTRACTOR</b> ,			
	Company Name:			
	Address:			
	Email:		Phone:	
<b>5</b>	for the <b>WORK</b> of the Project identified as:			
<b>6</b>	The <b>CONTRACT DOCUMENTS</b> are dated                      and have been amended by			
<b>7</b>	<b>ADDENDA:</b>			

**8** If an Architect is required by ACCS Facilities Division, The **ARCHITECT** is

Firm Name:

Address:

Email:

Phone:

**9** The **CONTRACT SUM** is:

Dollars

**10** 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. This Contract is not subject to the requirements of Title 39 of the Code of Alabama.

**11 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

**12 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).

- 13 STATE GENERAL CONTRACTOR'S LICENSE:** If the Project exceeds \$50,000, a State General Contractor's License is required. 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.:		Expiration Date	
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.

If no State General Contractor's License is required, the Contractor shall have all other necessary license(s) required to complete the Work and shall be authorized to do business in the State of Alabama as evidenced in the Alabama Secretary of State records.

<b>14 APPROVALS</b>	<b>CONTRACTING PARTIES</b>
<b>ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)</b>  BY: _____ DATE: _____ CHIEF FACILITIES OFFICER	_____ CONTRACTOR COMPANY  BY: _____ SIGNATURE  NAME: _____ TITLE: _____
<b>LOCAL COLLEGE OR TRADE SCHOOL</b>  BY: _____ AS PRESIDENT OF _____	<b>ALABAMA COMMUNITY COLLEGE SYSTEM (AS OWNER)</b>  BY: _____ CHANCELLOR

**ATTACHMENTS:**

Copy of Alabama General Contractor's License  
Proposal Form (ACCS Form 5-E)  
Tabulation of Proposals Requested  
Certificate of Liability Insurance  
State of Alabama Disclosure Statement  
E-Verify Memorandum of Understanding  
W-9 (Request for Taxpayer Identification Number and Certificate)