

ALABAMA STATE UNIVERSITY
P. O. Box 271 * Montgomery, Alabama 36101-0271 * 334-229-4605

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ Day of _____, Year _____, by and between _____, hereinafter called the Contractor, and **Alabama State University**, hereinafter called the Owner. **WITNESSETH**, that the Contractor and the Owner in/for consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall fully execute (furnish all labor and materials and perform all) the work known as

set forth in Contract Documents and to be performed on the campus of Alabama State University at:

ARTICLE 2. CONTRACT DOCUMENTS: The Contract Documents consist of this signed Contract Agreement and Modifications/Changes issued after execution of this Agreement, **Purchase Order # _____ Bid # _____** with Specifications/Drawings (Exhibit A), the bid of the Contractor (Exhibit B), applicable Certificate(s) of Insurance, and Performance/Payment Bonds, all of which are incorporated herein by reference. This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 3. TIME OF COMPLETION: The work to be performed under this Contract shall be commenced on or before, (on a date to be fixed in a written Notice to Proceed issued by the Owner), and shall be substantially completed on or before _____, within _____ calendar days from and after the date of commencement).

ARTICLE 4. THE CONTRACT PRICE AND TERMS OF PAYMENT: The Owner shall pay and the Contractor shall accept as full compensation for the performance of the Contract the sum of: _____ Dollars (\$ _____) subject to additions and deductions pursuant to authorized change orders. Payments of the Contract price shall be paid in the following manner: _____

UPON COMPLETION OF PUBLIC WORKS PROJECTS OF \$50,000 OR MORE – THE CONTRACTOR SHALL IMMEDIATELY:

1. Give Notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of **(4) four successive weeks**.
2. **Provide Proof of Publication** to the University by affidavit of the publisher and a printed copy of the notice published.
3. Final settlement shall not be made until the **expiration of 30 days after the completion of the Notice**.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a professional workmanlike manner and in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations.

2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor(s) and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time payment shall be due.
5. All Change Orders shall be in writing and signed by both Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. Contractor shall at its own expense obtain all licenses and permits and shall pay all fees and charges necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
11. Contractor warrants all work for a period of _____ months following completion.
12. Default of Contractor: Where the University has determined the contractor to be in default, the University reserves the right to purchase services covered by this contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.

ARTICLE 6. OTHER TERMS

ARTICLE 7. GOVERNING LAW AND VENUE

The laws of the State of Alabama shall govern the terms and conditions of this Agreement. It is agreed by and between the parties that in the event legal action is brought by either party against the other or any matter arising out of this Agreement, such action shall be commenced in a State Court of competent jurisdiction in Montgomery County, Alabama.

ARTICLE 8. MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or any condition or limitation herein contained shall be valid unless in writing and duly executed by both the University and Contractor. The parties further agree that the provisions of this section may not be waived except as herein set forth.

Contractor (Signature)	Date	Typed/Printed Name and Title of Contractor
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Cost Center	Date
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OR

Vice President for Business and Finance	Date	ASU Provost	Date
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If applicable: _____
ASU President Date