#### DESIGN-BID-BUILD

#### CONSTRUCTION CONTRACT

#### BETWEEN CONTRACTOR AND OWNER

**TO BE USED WITH**

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA’S**

**DESIGN PROFESSIONAL (ARCHITECTURAL) CONTRACT**

#### BETWEEN

#### LEGAL GC Firm Name

#### (CONTRACTOR)

#### AND

#### BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**(OWNER)**

**For the Use and Benefit of:**

**Institution Name**

**Using Agency (Institution)**

**PROJECT NO**. **Project Number and Description**

**INCLUDES:**

**Executive Summary of Contents** Preface

**Form of Contract** Contract 1 to Contract 3

**Bid Requirements** pp 1 - 13

**Table of Contents** pp i to iv

**General Conditions** pp 1 to 74

**Forms** Forms 1 to Forms 29

**Supplementary General Conditions**

EXECUTIVE SUMMARY OF CONTENTS

**FORM OF CONTRACT**

**BID REQUIREMENTS**

**GENERAL CONDITIONS**

SECTION 1 **–** GENERAL

Part 1 - General

Part 2 - Contractor’s General Responsibilities and Duties.

Part 3 - Owner’s General Responsibilities and Rights.

Part 4 - Protection of Persons and Property

# Part 5 - Bonds, Indemnity, and Insurance

Part 6 - Hazardous Conditions and Materials

Part 7 - Miscellaneous Provisions.

# SECTION 2 – PRE-COMMENCEMENT PHASE

# Part 1 - Pre-commencement Phase Services

Part 2 - Construction Documents and Site Plan

SECTION 3 – CONSTRUCTION PHASE

Part 1 - Construction Phase Services

Part 2 - Changes to the Work

Part 3 - Time.

Part 4 - Correcting the Work, Inspections, Covering and Uncovering Work

Part 5 - Subcontractors, Trade Contractors, and Suppliers

SECTION 4 **–** COMPENSATION

Part 1 - General.

Part 2 - Payments Withheld

Part 3 - Liens

SECTION 5 - CONTRACT ADJUSTMENTS, DISPUTES, AND TERMINATION

Part 1 - Owner’s Right to Suspend Work

Part 2 - Contract Adjustments and Disputes

Part 3 - Termination

SECTION 6 – PROJECT COMPLETION

Part 1 - Material Completion

Part 2 - Final Completion

Part 3 - Inspections for Completion of the Work

Part 4 - Final Documents

Part 5 – Payment for Material Completion and Final Payment

Part 6 - Correction of the Work after Final Completion

#### SECTION 7 – FORMS

Performance Bond

Payment Bond

Georgia Security and Immigration Compliance Act Affidavit(s)

Non-Influence Affidavit

Statutory Affidavit

Five Year Bond on Roofs and Walls

Specimen Certificate of Manufacturer

Certificate of Insurance

Bond to Discharge Claim

Change Order Forms

Application for Payment Form

Subcontractor Retainage Release Certificate

Final Certification of Costs

**SUPPLEMENTARY GENERAL CONDITIONS**

## CONSTRUCTION CONTRACT

BETWEEN CONTRACTOR AND OWNER

 **THIS CONSTRUCTION CONTRACT** (hereinafter the “Contract”) made this **Date** day of **Month, Year**  (hereinafter the “Effective Date”), by and between the **Board of Regents of the University System of Georgia** (hereinafter the “Owner”), for the use and benefit of **Institution Name** (hereinafter the “Using Agency” or “Institution”) **LEGAL GC Firm Name** , (hereinafter the “General Contractor” / “Contractor”), whose address is MUST be a physical address. NO P.O. Boxes.; Phone: XXX-XXX-XXXX; Fax XXX-XXX-XXXX

1. **Contractor’s FEIN or Tax Identification Number:**
2. **Contractor’s Georgia License Type and Number:**
3. **Contractor’s Federal Employment Verification Certification:**

The Contractor is registered with, authorized to use, is using and will continue to use, the federal work authorization program throughout the term of the contract, and holds the following authorization:

User Identification Number:

Date of Authorization: **Date**

 WITNESSETH, that the Contractor and the Owner, for the consideration set forth herein, the adequacy and sufficiency of which is hereby acknowledged by each party, agree as follows:

**Project No. Project Number**

**Project Name and Description:** **Project Name and Description** (hereinafter the “Project.”)

**1. Existing Documents.** The Contractor has reviewed and taken into consideration the Bidding Documents in preparing his bid.

**2. The Contract Sum:** The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided by approved change orders, in current funds, the Contract Sum as follows, base bid less Deductive Alternate 1:

 **and /100 Dollars ($       )**

**3**. The Material Completion and Occupancy Date shall be achieved within **Days** consecutive calendar days beginning the date specified in the Proceed Order. ***(Or by a date certain – be specific as to what was represented in the Bid Documents – REMOVE THIS STATEMENT PRIOR TO FINALIZING THE CONTRACT!)***

**4**. **The agreed daily amount for Liquidated Damages is: $**  per day.

**5**. **The agreed daily amount for Time Dependent Overhead Costs is:** $  per day.

**6. Notice**. All notices in accordance with Section 1.1.5 shall be given to the following addresses:

**CONTRACTOR**: LEGAL GC Firm Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: CM-POC, Title

 Phone Number: CM-POC Phone

 Facsimile Number: CM-POC Fax

 Email: CM-POC Email address

**OWNER:** Board of Regents of the University System of Georgia

270 Washington Street, SW, 6th Floor

Atlanta, Georgia 30334

Attention: Jim James, Vice Chancellor for Facilities

Phone Number: 404-962-3155

Facsimile Number: 404-962-3188

**OWNER’S REPRESENTATIVE:** Board of Regents of the University System of Georgia

 270 Washington Street, SW, 6th Floor

 Atlanta, Georgia 30334

 Attention:

 Phone Number: BOR-PM Phone

 Facsimile Number: 404-962-3188

 Email:

**USING AGENCY (Institution):** Institution Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: Project POC, Title

 Phone Number: Project POC Phone

 Facsimile Number: Project POC Fax

 Email: Project POC Email Address

**DESIGN PROFESSIONAL**: LEGAL DP Firm Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: DP-POC, Title

 Phone Number: DP-POC Phone

 Facsimile Number: DP-POC Fax

 Email: DP-POC Email Address

**7. Scope Of The Work:** The Contractor shall furnish all the materials, perform all of the Work, and do all things required by the Contract Documents.

### 8. Schedule and Completion: The Pre-commencement Phase Services to be performed under this Contract shall commence upon the Effective Date of the Contract and be completed within 60 days thereafter. Activities on the Site shall commence on the date specified in the Proceed Order and shall be materially complete in accordance with established Milestones, and not later than the Material Completion and Occupancy Date.

**9. Periodic Progress Payments:** The Owner shall make progress payments, less retainage, as set forth in Section 4 of the General Conditions.

**10. Payment for Material Completion:** The Contractor may request payment of the remaining contract balance, including retainage, less amounts credited the Owner or incurred as liquidated damages, and less amounts withheld for the Punchlist by reason of Minor Items or Permitted Incomplete Work (See Paragraph 6.5.3.2). Payment for Material Completion shall be made by a check payable jointly to the Contractor and Surety and shall be mailed to the Surety.

**11. Final Payment:** Final Payment shall be made within ten days of receipt of the final payment application as set forth in Section 6, Part 2 of the General Conditions, provided that all other requirements of the Contract shall have been met in full.

### 12. The Contract Documents: This Contract, together with the Bidding Documents and the Bid, shall constitute the Contract Documents for the Project.

**13. Bonds:** The Contractor shall furnish both a performance bond and a payment bond and shall pay the premiums thereon as a Cost of the Work. The Performance Bond shall guarantee the full performance of the Contract.

**14. Full Performance:** The Owner and the Contractor hereby agree to the full performance of the Contract Documents.

**15. Applicable Law:** This Contract and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

**16. No Conflict Of Interest**: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. The Contractor further covenants that, in the performance of this Contract, it shall neither contract with nor employ any person having any such interest.

**17. Transactions With State Officials, Ethics**: The parties hereto certify that the provisions of law contained in the Act prohibiting full-time appointive officials and employees of the State from engaging in certain transactions affecting the State as defined in O.C.G.A. §§45-10-20–26 and the Governor’s Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

**18. No Assignment**: This Contract and the proceeds of this Contract may not be assigned or sublet as a whole, nor may the performance thereunder be assigned, without the prior written consent of the Owner.

**19. No Waiver**: The failure of the Owner at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Owner thereafter to enforce any provision or any part of the Contract, nor shall the failure of the Owner to enforce any breach of any provision hereof to be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

**20. Full Agreement.** The Contract Documents supersede all prior negotiations, discussion, statements, and agreements between Owner and Contractor and constitute the full, complete, and entire agreement between Owner and Contractor. There can be no changes to this Contract by oral means, nor by course of conduct of the parties, nor by custom of the trade. No changes to this Contract will be binding on either party hereto unless such change is properly authorized, in writing, in accordance with Section 3, Part 2 of the General Conditions.

[Remainder of Page Intentionally Left Blank]

[Signatures Begin on Next Page]

**IN WITNESS WHEREOF** the parties hereto have executed this Contract the day and year first written above.

**LEGAL GC Firm Name**

**Contractor**

**ATTEST:**

\_ (L.S.) **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (L.S.)

 , Secretary , President

(SEAL, Over Signature)

(If not a corporation, signature must be notarized.)

**APPROVED: USING AGENCY**

**By:**

 Print Name and Title

 **Institution Name**

**Witness:**

 (Print Name / Title)

**BOARD OF REGENTS OF THE UNIVERSITY**

**SYSTEM OF GEORGIA, OWNER**

**By:** (L.S.)

 Jim James

 Vice Chancellor for Facilities

**Witness:**

 Sheree Wilder Srader

 Director of Contracts & Services

Attachments:

1. General Conditions and Forms
2. Supplementary General Conditions