

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 CONTRACT

BETWEEN

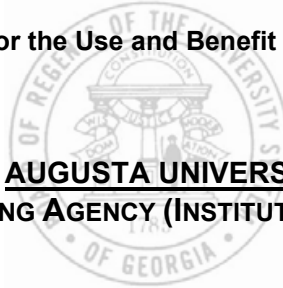
LEGAL GC FIRM NAME
(CONTRACTOR)

AND

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
(OWNER)

For the Use and Benefit of:

AUGUSTA UNIVERSITY
USING AGENCY (INSTITUTION)



PROJECT NO. 25-117-UH
2KM # 25-11.03

INCLUDES:

Executive Summary of Contents
Form of Contract
Bid Requirements
Table of Contents
General Conditions
Forms
Supplementary General Conditions

Preface
Contract 1 to 3
Bid 1 to 10
GC i to iv
GC 1 to 60
Forms 1 to 29

EXECUTIVE SUMMARY OF CONTENTS

FORM OF CONTRACT

1

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

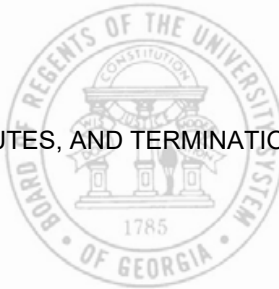
SECTION 6 – PROJECT COMPLETION

- 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
- Offsite Stored Materials Agreement
- 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").

(a) **Contractor's FEIN or Tax Identification Number:**

(b) **Contractor's Georgia License Type and Number:**

(c) **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
Email: CM-POC Email address

OWNER:

Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, Georgia 30334
Attention: Frank Smith, Vice Chancellor for
Real Estate & Facilities
Phone Number: 404-962-3155

OWNER'S REPRESENTATIVE:

Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, Georgia 30334
Attention: Choose One
Phone Number: BOR-PM Phone
Email: Choose Appropriate Email

USING AGENCY (Institution):

Institution Name
Physical Address, NO P.O. Boxes
City, State Zip
Attention: Project POC, Title
Phone Number: Project POC Phone
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
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.

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

CONTRACTOR:
LEGAL GC FIRM NAME

PRINT NAME, TITLE

APPROVED BY USING AGENCY:
INSTITUTION NAME (A UNIT OF THE UNIVERSITY SYSTEM OF GEORGIA)

PRINT NAME, PRESIDENT

PRINT NAME AND TITLE



OWNER:
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

FRANK SMITH, VICE CHANCELLOR FOR
REAL ESTATE AND FACILITIES

SAMSON OYEGUNLE, ASSOCIATE VICE CHANCELLOR
FOR DESIGN & CONSTRUCTION

Attachments:

1. General Conditions and Forms
2. Supplementary General Conditions