**PROJECT MANUAL**

**(Insert Title of Project)**

**PROJECT NO.** **(Insert Project Number)**

**ATLANTA, GEORGIA**

**Insert Date of Manual Assembly**



**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**

**270 Washington Street, Second Floor**

**Atlanta, Georgia 30334On behalf of**

**(Insert Name of Agency/Owner)**

(Insert Project Name)

PROJECT NO. (Insert Project Number)

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**SECTION A**

**INVITATION TO BID**

**Project No.**

 **A‑01.** Notice is hereby given that the Georgia State Financing and Investment Commission (GSFIC) will accept sealed bids on behalf of  (Insert Name of Agency/Owner) (Owner) for (Insert Project Name) in strict conformity with the bidding and Contract Documents.

 **A‑02**. Each bid must be submitted on the prescribed Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the certification (reference Bid Form paragraph B‑09) must be fully completed and executed when submitted.

 **A‑03.** Such sealed bids as received will be opened and read aloud at 2:00 P.M. on (Insert Bid Opening Date) at Bid Room #2104 located on the Second Floor, 270 Washington Street, Atlanta, Georgia 30334. (**If attending bid opening, enter through Room #2101**). All mailed or hand delivered bids must be received by Georgia State Financing and Investment Commission, Procurement Division, 270 Washington Street, 2nd Floor, Atlanta, Georgia 30334, prior to the Bid Opening Date and Time. Bidder retains full responsibility for assuring that bids are received prior to the time stated for bid opening.

 **A‑04. COPIES OF BIDDING DOCUMENTS AND INFORMATION REGARDING THE PRE-BID CONFERENCE MAY BE OBTAINED FROM THE ISSUING OFFICER LISTED BELOW:**

**(Design Professional Name or GSFIC Contact)**

**(Address, press ENTER for additional lines)**

**(Phone Number)**

**(Email Address)**

From the date that this Invitation To Bid (ITB) is issued until a bidder is selected and the selection is announced, there will be no communication for any reason, except during the pre-bid conference, between a bidder and any State employee other than the contracting officer listed regarding this ITB. GSFIC reserves the right to reject any bid for violation of this provision. No questions other than those submitted in writing will be accepted, and only written responses will be binding upon GSFIC.

**IMPORTANT**

A **MANDATORY PRE-BID CONFERENCE** will be held at (Location) on**(Insert Date), at** **(Insert Time).** GSFIC reserves the right to disqualify a potential bidder due to a failure by the bidder to arrive for the pre-bid conference by the scheduled time. Failure to attend a mandatory pre-bid conference and/or site visit will automatically result in disqualification from the bid process.

 **A-05.** Bid documents are available at no charge and may be downloaded from the internet by visiting the State Purchasing website at [Georgia Procurement Registry](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . Upon reaching the Georgia Procurement Registry Search Engine, under “Government Type” select State Government, then choose Georgia State Finance and Investment Commission under State Agencies and search for this solicitation. **Bidder should check the web site daily for updates, addenda and any other additional information.**

 **A‑06.** Each bid must be accompanied with a BID BOND in an amount equal to 5% of the base bid, payable to the (Insert Name of Agency) and issued by a Corporate Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and Contract Documents, should the construction contract be awarded to him.

 **A‑07.** The successful bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to 100% of the Contract Price. Both bonds shall be issued by a Corporate Surety authorized to do business with the State of Georgia. All bids submitted shall remain open for a period of sixty (60) days after the date of the bid opening.

 **A‑08.** The owner reserves the right to reject any or all bids and to waive technicalities and irregularities.

 **A-09.** All bids submitted in response to this Invitation to Bid shall be made in general accordance with the Georgia Vendor Manual and the applicable provisions of Georgia Law.

 **A‑10.** All expenses for preparing and submitting bids are the sole cost of the party submitting the bid. The GSFIC is not obligated to any party to reimburse such expenses. All submittals, upon receipt, become the property of GSFIC. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the bid documents will remain confidential until final award.

Contracting Officer:

Georgia State Financing and Investment Commission

270 Washington Street, Second Floor

Atlanta, Georgia 30334

Phone:

Fax: 404-463-5699

Email: name@gsfic.ga,gov

**SECTION B**

**BID FORM**

BID CLOSING DATE:

BID CLOSING TIME:

TO: Procurement Division

 Georgia State Financing and Investment Commission

 270 Washington Street, Second Floor

 Atlanta, Georgia 30334

Gentlemen:

 **B-01.** Having carefully examined the Bidding Documents titled (Insert Project Name), dated (Insert Project Manual Date), and Addendum (a) No. (s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor, and materials called for by them for the entire Work, in accordance with said documents, for the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), which sum is hereinafter called the “BASE BID.”

 *[the state reserves the right to disqualify any bid submitted which fails to acknowledge receipt of all issued addenda]*

**B-02. ALTERNATES/UNIT PRICES:** The following Alternate Prices/Unit Prices are hereby established and subject to Owner approval: (1) may form the basis of a Change Order or (2) may be incorporated into the Contract Price at the time of the award. Said Alternate Prices and Unit Prices shall remain firm and in effect for 30 days after proceed order is issued by the Owner. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary. Failure to provide pricing for all alternate prices may result in rejection of bid. Unless otherwise stated, all alternates are deductive.

**ALTERNATE NO. 1: {Insert description}**

DEDUCT THE SUM OF DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**ALTERNATE NO. 2: {Insert description}**

DEDUCT THE SUM OF DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**(Add additional Alternates, press ENTER for more spaces, delete this language if there are no additional alternates)**

 **B-03.** The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of 60 days following such time.

 **B-04.** In the event that the undersigned is notified in writing by mail, telegraph, or delivery of the acceptance of this bid within 60 days after the time set for the opening of bids, the undersigned agrees to execute, within ten (10) business days, a contract (on a form supplied by the Georgia State Financing and Investment Commission, when a stipulated sum forms the basis of payment) for the Work for the above stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and Payment Bond in accordance with the forms shown in Exhibits C & D and the General Conditions of the Contract, both in an amount equal to 100% of the Contract sum. The surety must be one which is licensed to do business in the State of Georgia.

 **B-05.** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this bid form, provided that any such strike-over or revision is signed in ink by the person signing the bid or his agent. **Any revisions made on the outside of the envelope will not be accepted.**

 **B-06.** The undersigned agrees to commence actual physical work on the site with an adequate work force and equipment within ten days of the date of the proceed order and to complete to MATERIAL COMPLETION all work by not later than \_\_\_\_\_\_\_\_\_ consecutive calendar days from and including date of the proceed order.

 **B-07.** Enclosed herewith is a bid bond (Bid Bonding Company Form is Acceptable) in the amount of

 DOLLARS

 ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (being not less than 5% of the base bid) payable to (Insert Name of Owner). The undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish performance and payment bonds in case this bid is accepted.

 **B-08.** If this bid is accepted within 60 days after the date set for the opening of bids, and the undersigned fails to execute the Contract within ten (10) business days after notice of such acceptance or if he fails to furnish both performance and payment bonds, the obligation of the bid bond, if applicable, will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, obligation of the bond will be null and void.

**B-09.** The bidder submits the following statement of bidder’s qualifications for consideration by the Owner

**STATEMENT OF BIDDER’S QUALIFICATIONS**

**(To be subscribed and sworn to before a notary public)**

Firm Name:

 LEGAL NAME OF BUSINESS (As registered with Secretary of State)

Address:

 LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

 CITY STATE ZIP

 MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: Facsimile Number:

Contact Person Name and Email Address:

Georgia Resident: YES NO

When Organized: Where Incorporated:

Federal I.D. No.: or Social Security No.:

Number of years engaged in the contracting business under the present firm name:

Georgia General Contractor: YES NO License Number(s):

Credit Available for This Contract:

Contracts Now in Hand, Gross Amount:

Plan of Organization: Proprietorship Corporation Partnership LLC

The bidder has refused to sign a contract at the original bid. YES or NO (Please circle one)

The bidder has been declared in default on a contract. YES or NO (Please circle one)

If answer is Yes to either statement above, please explain:

The foregoing statement of qualifications is submitted under oath.

 **B-10.** Contractor certifies that they have been granted and possess all necessary, valid, current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed pursuant to this Agreement.

 **B-11.** Under oath I certify that I am a principal or other representative of the bidder and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibility for the foregoing subject matter and as such I am personally knowledgeable of all its pertinent matters. The foregoing statement of facts is true and correct.

 **B-12.** I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that provisions of Georgia O.C.G.A. Section 45-10-20, *et. sec*., have not and shall not be violated in any respect.

The full names of persons and firms interested in the foregoing bids as principals are as follows:

(1)

 Check One: President ( ) Partner ( ) Owner ( )

(2)

 Check One: Vice President ( ) Secretary ( ) Partner ( )

If incorporated, the names of both the President and Corporate Secretary must be indicated. If a partnership, all partners must be indicated.

The legal name of the bidder as registered with the Secretary of State is:

DATE:

 BY:

 Authorized Signature (BLUE INK PLEASE)

 Typed/Printed Name Title

 Sworn to and subscribed before me this day of , 20 .

 Notary Public

 My commission expires:

**NOTICE TO BIDDERS**

 **1) MAKE SURE YOU HAVE SIGNED THIS BID FORM IN THE SPACE PROVIDED ABOVE.**

 **2) MAKE SURE YOU AND YOUR SURETY HAVE PROPERLY EXECUTED THE BID BOND.**

1. **IF APPLICABLE, BIDDER SHOULD INCLUDE PAST WORK EXPERIENCE AND REFERENCES AS INDICATED IN SECTION C, ARTICLE C-17 AWARD.**
2. **Include the Georgia Security and Immigration Compliance Act Affidavit with your bid, SEE Section G, Exhibit E. *Failure to include this document with your bid will result in rejection of your bid.***

**Statistical Information. This request is made for statistical purposes only.**

**B-13.** Please check the box if the definition below applies to your company:

 [ ]  MINORITY BUSINESS ENTERPRISE (MBE). The business is either: a) owner by a member of a minority race or b) a partnership of which a majority of interest is owned by one or more members of a minority race or c) a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as an individual who is a member of a race which comprises less than 50 percent of the total population of the state of Georgia. For record keeping purposes, this includes, but is not limited to, persons who are Black, Hispanic, Asian-Pacific American, Native American, or Asian-Indian American.

 **SECTION C**

**INSTRUCTION TO BIDDERS**

 **C-01. Basis of Contract.** Contract, if awarded, will be on a lump sum basis and will be substantially in accordance with the Contract shown in Section D.

 **C-02. Bid Security.** Bids must be accompanied by a Bid Bond in an amount not less than five percent of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry.

 **C-03. Prebid Meeting.** A mandatory prebid meeting will be held at the time and place listed in Section A - Invitation to Bid. **All bidders are required to attend the mandatory prebid meeting**. A time for access to the project site is scheduled for the mandatory prebid meeting and a general discussion of the project will take place. The GSFIC reserves the right to disqualify bidders arriving late to the pre-bid conference.

 **C-04. Interpretations.** No oral interpretations will be made to bidders as to the requirements of the Bidding Documents (Drawings, Project Manual (including the Specifications), and addenda thereto). Requests for interpretation of the Bidding Documents shall be made in writing to the Design Professional and the Contracting Officer not later than **six (6)** calendar days prior to the date set for receipt of bids. All interpretations made to bidders will be issued in the form of addenda to the Bidding Documents and will be posted to the Georgia Procurement Registry web site. Such addenda are to be acknowledged at the appropriate location on the Bid Form. In closing the Contract, they will become a part thereof. No addenda will be issued within three (3) business days of the date set for receipt of bids without an extension of the bid date.

 **C-05. Trade Names.**

 a. *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers’ names which are different from those mentioned in the bidding documents, application for the approval of the use of such products must reach the hands of the Design Professional and the Contracting Officer at least **ten (10)** calendar days prior to the date set for the opening of bids. The latter provision is a restriction that applies only to the party making a submittal. Therefore, the aforesaid restriction does not inhibit the Owner from adding trade names, brand names or names of manufacturers by addendum.

 b. *Burden of Proof.* The burden of proving acceptability of a proposed product must be accompanied by technical data that the party requesting approval desires to submit in support of his application. The Design Professional will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. The application to the Design Professional for approval of a proposed product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the bidding documents. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

 c. *Issuance of Addenda*. If the submittal is approved by the Design Professional, an addendum will be issued to all prospective bidders. Issuance of an addendum is a representation to all bidders that the Design Professional in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. In the event a submittal shall have been rejected by the Design Professional and there shall have been a request for a conference as provided in this article pursuant to which conference the said submittal shall have been found to comply with the requirements of this article, a separate addendum covering the said submittal will be issued prior to the opening of bids. In order for the Design Professional to prepare an addendum intelligently, an application for approval of a product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, which must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the above procedure, the successful bidder may furnish no products of any trade names, brand names, or manufacturers’ names except those designated in the Contract Documents.

 d. *Conference with the Owner*. Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Design Professional may request a conference with a representative of the Owner, PROVIDED: That the request for said conference, submitted in writing, shall have reached the Owner at least five days prior to the date set for the opening of bids, time being of the essence.

 **C-06. Sales Tax.** Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes, which are legally enacted at the time bids are received.

 **C-07. Examination of Site.** In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work.

 **C-08. Surety and Insurance Companies.** The contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury’s Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer with an A.M. Best Financial Strength Rating of “A-“ or better and with an A.M. Best Financial Size Category of Class V or larger.

 **C-09. Employment of Georgia Citizens and Use of Georgia Products.** Since the work provided for in this contract is to be performed in Georgia, it is the wish of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the work and that Georgia citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

 **C-10. Trading with the State Statutes.** In submitting a bid, the bidder certifies that the provisions of law contained in O. C. G. A. Sections 45-10-20 to 45-10-71 prohibiting officials and employees of the state from engaging in certain transactions with the state and state agencies, have not and will not be violated in any respect in regard to this contract.

 **C-11. Owner’s** **Policy Statement.** It is the policy of the Owner that minority business enterprises shall have the maximum opportunity to participate in the Owner purchasing process. Therefore, the Owner encourages all minority business enterprises to compete for, win, and receive contracts for goods, services and construction. Also, the State encourages all companies to sub-contract portions on any State contract to minority business enterprises. Any questions regarding statements contained hereunder should be directed to the State Small and Minority Business Coordinator referenced below.

 **C‑12.** **Georgia Vendor Manual.** All bids submitted in response to this Invitation to Bid shall be made in general accordance with the Georgia Vendor Manual and the applicable provisions of the Georgia Laws.

 **C-13.** **Georgia Income Tax Incentive.** Bidders interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated 48-7-38 relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia should contact the State Small and Minority Business Coordinator at the following address:

Governor’s Small Business and Entrepreneurial Office

Georgia Department of Economic Development

75 Fifth Street, NW, Suite 1200

Atlanta, Georgia 30308

Telephone: (404) 962-4000

Fax: (404) 962-4001

 **C-14. Reciprocal Preference Law.** In accordance with O.C.G.A. §13-10-3, vendors resident in the State of Georgia will be granted the same preference over vendors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to vendors resident therein over vendors resident in the State of Georgia. A Georgia resident business shall include any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to submitting this bid or a new business that is domiciled in Georgia which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place of business shall not include a post office box, site trailer, or temporary structure.

 **C-15. Georgia Security and Immigration Compliance Act Affidavit.** The Contractor shall complete and submit the Georgia Security and Immigration Compliance Act Affidavit, provided as Section G, with the Bid Form.

 **C-16. Bids**

 a. Bids will be opened and read as stated in the Invitation to Bid.

 b. All bids must be submitted on the Bid Form provided in Section B and must be signed, notarized, and sealed by a notary public. All blanks on the Bid Form must be filled in. Numbers shall be written in English words and in Arabic numerals. The completed form shall be without interlineation, alteration or erasure. Failure to submit a bid in the form required or the inclusion of any condition, alternate, limitation or provision not called for will render the bid irregular and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the Bid Form shall be considered sufficient cause for rejection of a bid. Notations on the outside of the bid envelope intended by the bidder to modify the Bid Form will not be considered by the Owner.

 c. Bids are to be addressed to the Georgia State Financing and Investment Commission, at the address shown in the Invitation to Bid and must be enclosed in an opaque, sealed envelope and marked on the lower left corner with the Bid Date, Bid Time, Project Number and identified with the words “Bid for (Project Name).” Bids must be placed in the hands of the GSFIC at the specified location prior to the hour and date named in the Invitation To Bid. After that time no bids may be received.

 d. A bid must be submitted for all specified alternates, if any. If a price is not provided for all alternates the Contractor’s bid may be determined non-responsive and not considered for award. Unless otherwise stipulated all alternates are deductive.

 e. Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty (60) days after the time and date of opening except as provided in O.C.G.A. Section 13-10-22 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

 f. Bid responses containing provisions for late or interest charges will not be considered for an award. Bidders are instructed to remove or strike through any reference to this provision and to initial changes prior to submitting a bid response to the GSFIC.

 **C-17. Award.** The Contract will be awarded, if at all, on a lump sum basis and to the lowest responsible, responsive bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest and most responsive bid which was received. Bidders must have 3 years of demonstrated experience in projects of similar complexity to be eligible for award. Bidders should provide references of such projects with bid. Experience may be a factor in determining responsibility.

**C-18. Owner’s Right to Negotiate with the Lowest Bidder.** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

 **C-19. Contract Form and Bonds.** The contract and contract forms, including the payment and performance bonds, shall be as set forth in Sections D and G

CONSTRUCTION CONTRACT

**THIS AGREEMENT** is made the       day of Month, Year by and between the agency of the State of Georgia, (hereinafter, called the “Owner”), with a place of business at (Agency Address) and (Contractor Name), a corporation duly authorized by law to transact business in the State of Georgia (hereinafter, called the “Contractor”), whose mailing address is (Contractor Address).

 **W I T N E S S E T H:**

**WHEREAS**, Owner has had prepared drawings, plans, specifications and addenda describing certain construction work it requires, the originals of which are on file and of record in the owner’s offices, and are, by this reference, specifically incorporated herein; and

**WHEREAS**, Contractor, having obtained an exact copy of said drawings, plans, specifications and addenda, has submitted the bid for such work that is the most beneficial to the State of Georgia.

**NOW, THEREFORE,** the Owner and the Contractor in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

1. **SCOPE OF WORK**. The Contractor shall furnish all labor, materials, tools and equipment to perform all the Work shown on the drawings and called for in the specifications entitled (Name of Project), as prepared by (Name of Design Professional), who is referred to in the Contract Documents as the Design Professional. It is the intent and it is hereby agreed that the Contractor shall perform all work covered by this Contract and the Contract Documents.

2. **MATERIAL COMPLETION DATE**. This Contract shall be commenced within ten (10) days after proceed order is issued by the Owner and Material Completion shall be achieved in       days from and including the date of the proceed order, time being of the essence.

3. **CONTRACT SUM**. The Owner shall pay the Contractor the sum of (Bid Amount - written and numeric) subject to adjustment by additive or deductive Change Orders.

4. **PROGRESS PAYMENTS**. The Owner shall make progress payments on account of the contract on or about the 15th day of each month as stated in Article E-58 of the General Conditions.

5. **FINAL PAYMENT**.

(a) Final payment under this Contract will be due to the Contractor thirty (30) days after the issuance of the Certificate of Material Completion by the Design Professional. The Contractor agrees that before applying for final payment, he will furnish to the Owner the Statutory Affidavit, and the warranties and guarantees called for in the specifications.

 (b) Upon receipt of written notice from the Contractor pursuant to Article E‑66 of the General Conditions that the work is ready for final inspection, the Design Professional shall promptly make such inspection, and when he finds the work complies with the contract and when the contract shall have been fully performed he shall promptly issue a Certificate of Material Completion, over his own signature, stating that the work provided for in this contract has been completed under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

(c) Before issuance of Certificate of Material Completion, the Contractor shall submit evidence satisfactory to the Design Professional that all payrolls, material bills, and other indebtedness connected with the work have been paid.

 (d) If full completion of the work is materially delayed through no fault of the Contractor, and the Design Professional so certifies, the Owner shall, upon certificate of the Design Professional, and without terminating the contract, make payment of the balance due for that portion of the work fully completed. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6. **THE CONTRACT DOCUMENTS.** The Contract Documents which form the basis of this Contract shall be the plans and specifications as enumerated below, together with any other documents so listed and enumerated, and it is expressly understood that these documents are specifically made a part of this Contract.

 PROJECT MANUAL: Entitled:

 Dated:

 Addendum:

7. **NOTICES. All notices shall be given to the following addresses:**

 **CONTRACTOR: {Insert Name of Firm}**

 **{Insert Mailing Address}**

 **{Insert City, State, Zip}**

 **Attention:**

 **OWNER: {Insert Name of Agency or Owner}**

 **{Insert Mailing Address}**

 **{Insert City, State, Zip}**

 **Attention:**

 **DESIGN PROFESSIONAL: {Insert Name of Firm}**

 **{Insert Mailing Address}**

 **{Insert City, State, Zip}**

 **Attention:**

8. **ENERGY EFFICIENCY AND SUSTAINABLE CONSTRUCTION ACT OF 2008.** This project [x]  is [ ]  is not subject to the Energy Efficiency and Sustainable Construction Act of 2008 (“Energy Act”). Projects subject to the Energy Act require commissioning, water-use reduction, and use of not less than 10% of Georgia products.

9. **LIQUIDATED DAMAGES.** The agreed daily amount for Liquidated Damages is:       per day.

10. **VENUE AND JURISDICTION.** This Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia. Any lawsuit or other action based on claims arising from this Contract shall be brought in a court or the forum of competent jurisdiction in Fulton County, in the State of Georgia.

11. **NO CONFLICTS OF INTEREST.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or contracted with.

12. **PROHIBITED TRANSACTIONS.** 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 Section 45-10-20 through 45-10-26 of the O.C.G.A. have not and will not be violated in any respect in regard to this Agreement.

13. **NO ASSIGNMENT.** This Agreement and the proceeds of this Agreement may not be assigned nor may the performance thereunder be assigned, except with the prior written consent of the Owner.

14. **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 recession of the Contract itself.

15. **NON-PROFIT CONTRACTORS.** If the Contractor is a nonprofit Contractor as defined in Section 50-20-2 of the O.C.G.A., then the Contractor agrees to comply with the provision of said Act, and in particular requirements of Section 3 thereof, and with such further instructions and requirements as the State of Georgia may subsequently require in the implementation of said Act.

16. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011.** Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 *et. seq.*  Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract.

17. **REQUIREMENT FOR WRITTEN AMENDMENT.** No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of the parties. **No representation, request, instruction, directive or order, made or given by any official of any agency of the state of georgia, whether verbal or written shall be effective to amend this contract or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive, or order.**

18. **ENTIRE AGREEMENT.** This Contract, including all documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter; hereby superseding all other prior and contemporaneous agreements, representations, statements, negotiations, and undertakings whether oral or written.

THE PERSON SIGNING ON BEHALF OF EACH PARTY REPRESENTS THAT SUCH PERSON IS DULY AUTHORIZED AND FULLY EMPOWERED TO ENTER INTO THIS CONTRACT ON BEHALF OF SUCH PARTY. EACH PARTY WARRANTS THAT SUCH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET OUT BELOW.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

**{AGENCY NAME} {CONTRACTOR}**

Printed Name: Printed Name:

Title: Title:

By: By:

 *(Signature) (Signature)*

**SECTION E**

**GENERAL CONDITIONS**

 **E-01. General Conditions.** The General Conditions of the Contract, Provisions E-01 thru E-78, shall govern in the event of any conflict with any other provisions of the Contract Documents unless notice to the contrary shall have been issued by the Owner. In the event of conflict, the Supplementary General Conditions control over the General Conditions and the Contract controls over the Supplementary and General Conditions. The Design Professional has no authority to amend the General Conditions, orally or in writing, either expressly or by implication.

 **E-02. Legal Compliance.** The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the work and shall ensure the compliance of his subcontractors. Without limiting the generality of the foregoing, the following laws are specifically referenced:

 a) The Drug-Free Workplace Act, O.C.G.A. § 50-24-1, *et. seq.*

 b) Preference for Georgia Supplies, materials, equipment, and agricultural products, O.C.G.A. §§ 50-5-60 through 61.

 c) Preference for Georgia forest products, O.C.G.A. § 50-5-63.

 d) Preference to local sellers of Georgia products, O.C.G.A. § 50-5-62.

 e) Standards and Requirements for Construction, Alterations, *etc.*, O.C.G.A. § 8-2-1 *et. seq.*

 f) Control of Soil Erosion and Sedimentation, O.C.G.A. § 12-7-1, et. seq.

 g) Regulation of Fire and other Hazards, O.C.G.A. § 25-2-1 *et. seq.*

 h) Regulation of Blasting Operations, O.C.G.A. § 25-2-1 *et. seq.* and § 25-9-1 *et. seq.*

 i) Providing Safe workplace, O.C.G.A. § 34-2-10 and § 34-7-20.

 j) Georgia Facility Protection Act, (Underground Gas Pipe Law), O.C.G.A. § 25-9-1 *et. seq.*

 k) High Voltage Safety Act, O.C.G.A. § 46-3-30 *et. seq.*

 l) Access and Use by Physically Handicapped Persons, O.C.G.A. § 30-3-1 *et. seq.*

 m) Small and Minority Business Enterprises, O.C.G.A. § 50-5-120 *et. seq.* and § 50-5-130 *et. seq.*

 n) Trading with the State or State Officials, O.C.G.A. §§ 45-10-20 to 45-10-71.

 o) Title VII of the Civil Rights Act, 42 U. S. C. § 200a through 2000h-6.

 p) Age Discrimination in Employment Act, 29 U. S. C. § 621 *et. seq*.; 42 U. S. C. § 6101 *et. seq*.

 q) Americans with Disabilities Act, 42 U. S. C. § 12101 *et. seq*.

 r) Federal Occupational Safety and Health Act, 29 U. S. C. § 651 *et. seq.*

 s) Federal Emergency Planning and Community Right-to-Know Act, 42 U. S. C. § 11001 *et. seq.*

 t) Georgia Open Records Act, O.C.G.A. § 50-18-70 *et. seq*.

 u) Georgia Blasting Standards Act, O.C.G.A. § 25-8-1 *et.seq.* and Blasting, Excavating Nearby Underground Gas Pipes and Utilities, § 25-9-1 *et. seq.*

 v) Scaffolding and Staging Statute, O.C.G.A. § 34-1-1 *et.seq.*

 w) Department of Labor Rules and Regulations, O.C.G.A. § 34-2-6 *et. seq.*

 x) Hazardous Chemical Protection and Right to Know Act, O.C.G.A. § 45-22-2 *et. seq.*

 y) Retainage on Public Works Contracts, O.C.G.A. § 13-10-80 *et. seq.*

 z) Compliance with “federal work authorization programs” and federal Immigration Reform and control Act of 1986 by Georgia Public Employers, contractors and subcontractors, O.C.G.A. § 13-10-90 *et. seq.*

 **E-03. Third Party Beneficiaries.** Contractor acknowledges, stipulates and agrees that the Owner is a public department, agency, authority, or commission of the executive branch of the government of the State of Georgia performing an essential public and governmental function by means of the Contract. Failure of Contractor to comply with this Contract may cause general and special or consequential damages to the Owner or to officers, agencies, commissions, departments, instrumentalities or other entities of the State of Georgia, which will occupy the completed work or which provide governmental services or supplies to them. By way of illustration and not limitation, breach or repudiation of the Contract may cause the need to crowd other premises, to extend occupancies of other premises or to occupy unsatisfactory premises. Contractor shall be liable for damages under this Contract not only to Owner but also to, and as third party beneficiaries of its Contract, the State of Georgia, or to any officer, agency, commission, department, instrumentality or entity of the State of Georgia, which is to occupy the work or which performs a governmental function for the same and whose costs or burden is increased by a breach in the Contract. This Contract contemplates general and special or consequential damages not only to Owner but to such third party beneficiaries (“State beneficiaries”). Liability to third party beneficiaries shall be without regard to whether Owner has breached any duty of its own to third party beneficiaries, and neither Contractor nor its surety shall have any right of subrogation against Owner or the State or other third party beneficiaries.

 **E-04. Liquidated Damages.** Time being of the essence of this contract, and a material consideration thereof, it is mutually agreed by the parties hereto in case of the Contractor’s failure to complete the construction within the time specified, the Owner will be damaged thereby. The Contractor shall commence performance of its activities on the site under this Contract as specified by the date of the Proceed Order. The Contractor shall complete construction not later than the Material Completion Date shown in the Contract, except as adjusted by change order. The Owner and Contractor hereby agree that the amount of such damages shall be the daily rate specified in the contract, beginning upon the contractually required Material Completion Date and ending on the date that the certificate of material completion is issued. The parties agree that the specified Liquidated Damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the Owner for such delay or interruption.

 **E-05. Immigration Reform Compliance.** Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 *et. seq.*  Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract

 **E-06. Definitions**

 a. *Applicable Law.* This contract shall be governed by the law of Georgia.

 b. *Article Not Plenary.* This article is not entire, plenary, or exhaustive of all terms used in the General Conditions which require definition. There are definitions of other terms under articles to which the terms are related.

 c. Certificate for Material Completion – The notice from the Design Professional to the Owner certifying Contractor’s achievement of Material Completion and providing for the Owner’s authorization to take possession of the Project.

 d. *Change Order Form.* The change order form is the instrument by which adjustments in the contract sum are effected.

 e. *Contract.* The written document that is the evidence of the Contract between the Owner and the Contractor.

 f. *Contract Documents*. The Contract Documents include the executed Contract, the Bidding Documents, Bid, General Conditions (including Forms and Exhibits), Supplementary General Conditions (if any), Drawings, Specifications, Addenda and fully executed Change Orders.

 g. *Contractor*. The person or entity who executes the Contract and thereby assumes responsibility for the proper completion of the activities described in the Contract Documents.

 h. *Cross-reference and Citations of Articles and Paragraphs of the General Conditions.* Cross-references and citations of articles and paragraphs of the General Conditions are for the convenience of the Contractor, Design Professional and the Owner and are not intended to be plenary or exhaustive nor are they to be considered in interpreting the Contract Documents or any part of the Contract Documents.

 i. *Days*. All references to a number of days shall mean calendar days unless otherwise noted.

 j. *Design Professional*. The architect or engineer or architectural or engineering firm selected by the Owner (i) for the design and preparation of Contract Documents governing the construction of a Project, or (ii) for construction contract administration under the Contract Documents, or (iii) for both, all such services and the scope thereof to be set forth in the Design Professional Contract. The Design Professional is not an employee of the Owner but is engaged or retained by it for the purpose of performing design and/or construction administration services for the project. The term “Design Professional” includes architects, engineers, surveyors, designers, and other consultants retained by the Design Professional. In the absence of a Project Design Professional, specifically retained by the Owner to perform design services for this project, the term Design Professional appearing in these documents shall mean Owner or Owner’s Representative.

 k. *Grounds for Issuance of Notice of Declaration of Default.* It shall be a sufficient ground for the issuance of a notice of declaration of default that the Contractor has been unfaithful or delinquent in the performance of the contract or any part of it in any respect. Without limitation of the foregoing and without subtracting from any right or defense of the Owner under other provisions of the Contract Documents, the Contractor acknowledges and agrees that it is ipso facto ground for issuance of a notice of declaration of default under the performance bond if the Contractor shall have neglected or failed for any reason to remedy a breach of a notice of non-complaint work within thirty (30) days after the Owner shall have given written notice of said breach to the Contractor and the surety on the performance bond with written demand of the Owner for curing of the delinquency. The Design Professional does not have authority to declare the Contractor in default.

 l. *Install, Deliver, Furnish, Supply, Provide and Other Such Words.* Such words mean the work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.

 m. *Meaning of Words and Phrases*. Unless the context or the Contract Documents taken as a whole indicate to the contrary, words used in the Contract Documents that have usual and common meanings shall be given their usual and common meanings and words having technical or trade meanings shall be given their customary meaning in the subject business, trade or profession.

 n. *Notice of Non-Complaint Work.*  A notice of non-complaint work shall be in writing, shall be dated, shall be signed by the Design Professional, shall be addressed to the Contractor with a copy to the Owner, and shall contain three elements as follows:

FIRST ELEMENT: Description of work:

 1. which has been omitted; or

 2. which is unexecuted as of the date of the notice of non-compliant work, the time for its incorporation into the work under the construction progress schedule having expired; or

 3. which has not been executed in accordance with the methods and materials designated in the Contract Documents.

SECOND ELEMENT: Citation of the provision or provisions of the Contract Documents that has or have been violated.

THIRD ELEMENT: Fixing of a reasonable space of time within which the Contractor shall have made good the deficiency which said space of time shall not be deemed to be an extension of contract time for filing the Notice of Readiness for Final Inspection nor shall it be deemed to be authorization for amendment to the construction progress schedule.

A notice of non-compliant work may be issued for failure of the Contractor to supply enough workmen or enough materials or proper materials.

 o. *Notices*. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

 p. *Owner*. The State of Georgia, by and through a State Agency, identified as such in the Contract with whom the Contractor has entered into the contract and for whom the work is to be completed.

 q. *Parties.* The Owner, the Contractor and the Design Professional are those mentioned as such in the contract. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

 r. *Proceed Order.* The proceed order is a written notice from the Owner pursuant to which the Contractor shall commence physical work on the site. A proceed order is a condition precedent to the execution of any work on the site by the Contractor.

 s. *Shop Drawings*. Shop drawings are drawings, schedules, data, catalogue cuts, manufacturers’ published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by contractors, subcontractors, manufacturers, materialmen, or suppliers for use in installing work.

 t. *Specifications.* The term “Specifications” shall include all written matter in the bound Project Manual or on the drawings and any addenda or modifications thereto.

 u. *Subcontractor*. The term subcontractor as employed herein includes only those having direct contract with the Contractor. It includes one who furnishes materials worked to a special design according to the plans and specifications of this work but does not include one who merely furnished materials not so worked.

 v. *Supplier*. A manufacturer, fabricator, distributor, supplier, or vendor of goods or equipment in connection with the Work, or any other party having a Contract or Purchase Order with the Contractor or with a subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a subcontractor.

 w. *Time Limits.* All time limits stated in the Contract Documents or shown on the construction progress schedule are of the essence of the contract.

 x. *Work.* The term “work” of the Contractor or subcontractor includes labor or materials or both.

 y. *Work Order.* A work order is a written notice from the Owner issued separately to the Contractor for each subcontractor. A work order is a condition precedent to the execution of any work on the site by a subcontractor.

 **E-07. Forms and Specimens.** - The forms and specimens attached as exhibits are incorporated by reference herein and shall be executed in substantial conformance for proper completion of the Contract.

 **E-08.** **Pre-construction Meeting.** After award of contract a Pre-construction meeting shall be held between the Owner, the Contractor and the Design Professional to review the project and set up the approximate work sequence schedule. Within ten (10) days after this meeting, Contractor shall submit to the Design Professional for approval five (5) typed copies of the work sequence schedule, showing proposed dates of beginning, completion milestones, and completing work through issuance of the Design Professional’s Certificate of Material Completion. The Contractor shall submit the project safety plan to the Design Professional for review a minimum of five (5) days prior to the Pre-construction conference. Notwithstanding this review, Contractor retains full, complete and total responsibility for all job related safety.

 **E-09. Copies of Notices to Owner.** Wherever the General Conditions provide that a copy of any notice, request, or demand filed with the Design Professional by the Contractor shall be furnished to the Owner, such notice, request or demand shall not become effective until the Owner’s copy shall have been received by the Owner. No notice in writing or orally to the Design Professional or to the Owner’s Representative is notice to the Owner unless copy of the aforesaid notice in writing shall have been properly served upon the Owner at the address shown in the Contract.

 **E-10. Contractor’s Warranty as to Performance.** The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor, having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the work is installed in accordance with the Contract Documents. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

 **E-11. Mutual Responsibility of Contractors.** Should the Contractor cause damage to any separate Contractor on the work the Contractor agrees, upon due notice, to settle with such Contractor by agreement if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment against the Owner shall arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

 **E-12. Shop Drawings.** The Contractor shall review, approve and submit to the Design Professional all Shop Drawings, Product Data and Samples required by the Contract Documents for approval. The Work shall be in accordance with approved submittals.

 **E-13. Safety Program.** Five (5) days prior to the preconstruction meeting, the Contractor shall prepare and submit to the Owner a specific safety program for the Work. The Contractor shall establish and require all subcontractors to establish reasonable safety programs. No imposition of responsibility on the Contractor for safety under this Contract shall relieve any subcontractor of its responsibility for safety of persons or property on or near the Project Site. The Contractor shall include in his plan the name(s) of the person(s) in charge of Safety.

 **E-14. Samples.** The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

 **E-15. Materials, Appliances, and Employees**

 a. *Payment for.* Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

 b. *Quality of Materials and Workmanship.* Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the quality required by the specifications. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and work. The burden of proof is on the Contractor.

 c. *Quality and Discipline of Employees.* The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

 **E-16. Design Professional**

 a. *Supervision*. The Design Professional shall have general supervision and direction of the work except in respect to safety as stated under E-13 and except as further qualified by the General Conditions. He is the agent of the Owner only when in special instances he is authorized in writing by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract.

 b. *Interpreter and Impartial Judge*. As the Design Professional is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor but shall use his powers under the contract to enforce its faithful performance by both.

 **E-17. Design Professional’s Decisions**

 a. *Promptness.* The Design Professional shall make decisions with reasonable promptness after presentation of evidence on (l) any claim of the Owner or Contractor, (2) a demand of the Owner or Contractor for a decision on any matter relating to the execution or progress of the work, or (3) a demand of the Contractor or Owner for interpretation of or additional instructions with respect to the Contract Documents.

 b. *On Artistic Effect*. The Design Professional’s decisions in matters relating to artistic effect shall be final if within the terms of the Contract Documents.

 **E-18. Testing Services.** Laboratories for testing services shall be selected by, engaged by, and responsible to the Design Professional. This article does not apply to verification of design mix on concrete.

 **E-19. Inspection of Existing Facilities Prior to Commencing Work**

 a. The Contractor shall give a notice in writing to the Design Professional, prior to commencing work for the purpose of arranging for a joint inspection by (a) the Design Professional, (b) the Contractor and (c) the authorized representative of the Owner, during the course of which inspection the three parties to the joint inspection shall prepare a schedule identifying and showing the location of any damage to the existing work which is ascertainable by inspection. The schedule shall be prepared in four counterpart originals each of which shall be dated and signed on behalf of each part to the joint inspection. An executed and dated counterpart original shall be filed with: (a) the Design Professional, (b) the Contractor and (c) the authorized representative of the Owner.

 b. It is agreed that the preparation of the schedule is for the benefit of the Contractor and is intended to enable him to have the protection afforded by a record of such existing damage as is visually ascertainable. The Contractor shall have no responsibility to repair any damage that shall appear on the above-mentioned schedule nor shall he be responsible for repairing any existing damage which was not ascertainable by visual inspection or which was not the result of negligence on his part. Subsequently to the signing of the above-mentioned schedule the Contractor shall be responsible for repairing any damage except as noted.

 **E-20. Protection of Work and Property**

 a. *Duty to Protect Property.* The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work regardless of who may be the Owner of said property. He shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by agents or employees of the Owner.

 b. *Safety Precautions.* The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. section 34-2-6), and, where not inconsistent with the foregoing, the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage that may result from their improper construction, maintenance, or operations. He shall erect and properly maintain at all times as required by the conditions and progress of the work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations. He shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Design Professional in writing with copy to the Owner, this person shall be the superintendent of the Contractor.

 c. *Emergencies.* In an emergency affecting the safety of life or the work or of adjoining property, the Contractor, without special instruction or authorization from the Design Professional or Owner, shall act, at his discretion, to prevent such threatened loss or injury. Any remuneration claimed by the Contractor on account of emergency work shall be determined in accordance with allowances permitted on force account under Case (c) of E-49 of the General Conditions.

 d. *Fire Prevention.*

 1. Contractor shall take adequate and reasonable precautions to protect work against damage by fire and smoke. For example, without limitation, Contractor shall:

 a. Provide fire extinguishers in readily accessible locations.

 b. Periodically inspect fire extinguishers, remove discharged extinguishers immediately and replace with new or recharged extinguishers.

 c. Keep one fire extinguisher within five (5) feet of any welding or open flame operations.

 d. Remove oil-soaked and paint-soaked materials, including paper and rags, from building(s) daily, and more frequently as necessary, to eliminate danger of fire.

 e. Not permit workmen to smoke inside building(s)s or during operations involving combustible adhesives, solvents, mastics, or other fire hazard materials.

 e. *Rain Water, Surface Water, and Back-up.* The Contractor shall protect all work, including but not limited to excavations and trenches, from rain water, surface water, and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, inclosures, and equipment necessary to protect and to keep the work free of water.

 f. *Dust Control*. Dust-proof enclosures or partitions for protection wherever dusty or dirty work is performed and dampening of debris to avoid dusting when removed shall be provided and included as a cost of the work.

**E-21. Notices.**  Any notice, demand, consent, approval, change order, or other material communication required or permitted to be given under this Contract shall be in writing and signed by an officer or duly authorized representative of the Contractor, and shall be addressed as shown in paragraph 7 of the Contract. Prior to any shut-down of any system (electrical, mechanical, etc.), Contractor shall supply not less than five (5) working days notice to the Design Professional with a copy to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.

 **E-22. Working Hours.** The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor’s promise to perform the work under the contract within the maximum time stated is not dependent on the availability of the working area for hours other than identified hereinabove.

 **E-23. Building Occupancy**

 a. Contractor recognizes and agrees that portions of the building(s) are occupied by State employees performing essential tasks necessary to the efficient operation of State government. Consequently, Contractor agrees that he shall perform his work in such a manner as to provide the least possible disruption to the occupants of the building. Accordingly, the Contractor agrees to the following stipulations, but without limitation:

 1. The Contractor and its personnel shall not use the passenger elevators for transportation of equipment, supplies, goods and material unless otherwise agreed to in writing by the Owner.

 2. The Contractor’s employees may (if approved in writing by the Owner) use toilets designated by the Owner in the building(s). Temporary toilets will not be allowed on the site. The Contractor shall be responsible for maintaining the toilet or toilets in a clean, sanitary condition. If, in the opinion of the Owner, the Contractor fails to keep the designated toilet or toilets in a clean and sanitary condition, the Owner shall direct the Contractor to maintain a full-time person in the toilet or toilets at no additional cost to the Owner to ensure that the toilet or toilets are maintained in a clean and sanitary condition.

 3. The Owner will not provide parking space for the Contractor or Contractor’s employees, unless otherwise agreed to in writing by the Owner, except for vehicles which are loading or unloading goods, equipment, supplies and materials in the loading area. Contractor shall not block any loading dock area or permit its employees to park in this area.

 4. No project or advertising signs of any description will be allowed. Contractor shall provide directional and warning signs at protective barricades to assure safe passage of pedestrians in and near areas of work.

 5. The Contractor shall generally be prohibited from entering areas of the building(s) except where work is in progress. Work and access shall cause as little disruption to building occupants as possible. The Contractor shall give a minimum of five (5) working days advance notice and shall receive permission from the Owner for building access other than during normal business hours.

 6. Contractor shall be responsible for the proper attire and actions of all workmen at all times. Any improper attire or action by any person is cause for immediate dismissal of the offending person from the site and project.

 7. Contractor shall remove an employee (or any person working on behalf of the Contractor) upon notice that such person does not meet the requirements of the Contract or upon notice the Owner does not want such person (with or without cause) working on the Owner’s premises.

 **E-24. Indoor Air Quality.** The building(s) will be in use and occupied during construction. Contractor shall schedule work and provide temporary ventilation and/or isolation to insure that fumes from welding, other construction tasks, and out-gassing from construction materials do not migrate to occupied areas.

 **E-25. Hazardous Material.** A Hazardous Material is any substance or material identified as of the date of the Agreement as hazardous under any governmental law, rule, or regulation, or otherwise subject to governmental requirements concerning handling, disposal, and/or cleanup. Except for hazardous materials specifically identified to be remediated by the Contract Documents or Change Order, the Contractor shall not be required to perform any work related to hazardous materials encountered at the Site. The Contractor is fully responsible for any Hazardous Materials brought on the Site by any party, other than the Owner, who has a contractual relationship with the Contractor to perform Work under the Contract Documents. If the Contractor knows of the presence of hazardous materials in any form existing on or delivered to the Site, the Contractor shall immediately notify the Design Professional and the Owner as to the quantity and nature of the hazardous material.

 **E-26. Utilities.** Except for the cost of connection, the Owner shall furnish without cost to the Contractor all water and electricity as presently available at the site required to do the work. The Contractor shall make connection to utilities at locations agreeable to the Owner. The Contractor shall pay all costs for connections and extending these to the area where it proposes to use them.

 **E-27. Royalties and Patents.** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof.

 **E-28. Surveys, Permits and Regulations**

 a. *General.* The Owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the drawings or specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations without such notice to the Owner, he shall bear all costs arising therefrom.

 b. *Codes*

 1) International Building Code, with Georgia State Amendments

 2) International Mechanical Code, with Georgia State Amendments

 3) International Fuel Gas Code, with Georgia State Amendments

 4) International Plumbing Code, with Georgia State Amendments

 5) International Electrical Code, with Georgia State Amendments

 6) International Energy Conservation Code, with Georgia State Amendments

The latest edition of the above listed codes with all amendments as of the date of the opening of bids shall govern the installation of all work and is adopted and incorporated into the Contract Documents and made a part thereof by reference, Provided, however: That the drawings and specifications shall be adhered to in all cases where they call for quality of materials, quality of workmanship, or quality of construction which is equal to or in excess of the quality required by the above stated codes and Provided also: That there may be no variances from the drawings and specifications except to the extent that the said variances shall be necessary in order to comply with the above stated codes. It shall be the responsibility of the Contractor to familiarize himself with the requirements of the above stated codes. If there are any express requirements in the drawings or specifications which are at variance to the above stated codes, all changes in the work necessary to eliminate the said requirements and make the work conform to the above stated codes shall be adjusted as provided in the contract for changes in the work.

 **E-29. Assignment.** The Contractor shall not assign the contract or sublet it as a whole nor shall the Contractor assign any moneys due or to become due to him hereunder. Contractors may subcontract portions of the Work, normally performed by subcontractors.

 **E-30. Separate Contracts.** The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly regulate, schedule, connect, and coordinate his work with theirs.

 **E-31. Use of Premises.** The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces, and the work to limits indicated by law, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the work to be loaded with weight that will endanger its safety. The Contractor shall enforce the Design Professional’s instructions regarding signs, advertisements, fires and smoking.

 **E-32. Bonds.**

 a. *Performance Bond and Payment Bond.* The Contractor shall furnish both a performance bond and a payment bond and said bonds shall be provided on the forms as set forth in Exhibit C and Exhibit D.

 b. *Required Qualifications for Surety.* The Contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury’s Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of “A-“ or better and with a financial size rating of Class V or larger.

 c. *Penal Amount of Bonds, State Law.* The Contractor acknowledges and agrees that, pursuant to O.C.G.A. §§13-10-2, 13-10-20, 13-10-40 and 13-10-60, the performance bond and the payment bond must be in a penal amount equal to at least 100% of the Contract Sum. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to 100% of the Contract Sum, effective as of the date of the Change Order.

 **E-33. Indemnification, Insurance and Hazards**

 a. *Responsibility.* The Contractor shall be responsible to the Owner from the time of the signing the agreement or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, or any of its subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf, regardless of who may be the owner of the property.

 b. *Indemnification Agreement*.  Contractor hereby agrees to indemnify and hold harmless the Owner, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, due to liability to a third party or parties, for any loss *due to* bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this contract or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation.  This indemnification extends to the successors and assigns of the Contractor.  This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.  If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the “Funds”) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter “DOAS”) the Contractor agrees to reimburse the Funds for such monies paid out by the Funds.

 1. This indemnification applies where the Indemnitees are partially responsible for the situation giving rise to the claim, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitiees.

 2. This indemnification does not extend beyond the scope of this contract and the work undertaken thereunder.  Nor does this indemnification extend to claims for loses or injuries or damages incurred directly by the Indemnitees due to breach or default by the Indemnitees under the terms and conditions of this contract.

 3. DOAS, Risk Management will endeavor to notify affected insurers of claims made against the State which fall within this indemnity.  In the event of litigation, the Attorney General will endeavor to keep the Contractor and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement.  [See E-33.c.2.c below]

 c. Insurance Requirements

 1. *Insurance Certificates*.  The Contractor shall, prior to the commencement of work, procure the insurance coverages identified below at the Contractor’s own expense and shall furnish the Owner an insurance certificate listing the Owner as the certificate holder.  The insurance certificate must provide the following:

 a) Name and address of authorized agent

 b) Name and address of insured

 c) Name of insurance company(ies

 d) Description of policies

 e) Policy Number(s)

 f) Policy Period(s)

 g) Limits of liability

 h) Name and address of Owner as certificate holder

 i) Project Name and Number

 j) Signature of authorized agent

 k) Telephone number of authorized agent

 l) Mandatory thirty day notice of cancellation / non-renewal (See E-33.c.2.a below)

 m) Evidence of Insurance Coverages shall be provided on a form acceptable to the Owner

 2. *Policy Provisions*.  Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self insureds or group self insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of “A-” or better and with a financial size rating of Class V or larger.  Each such policy shall contain the following provisions:

 a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty (30) days after the Owner has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted and acknowledged by the Owner.  Such notice shall be valid only as to the project as shall have been designated by Project Number and Name in said notice.

 b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (“Separation of Insureds”).

 c) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance.  In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General.  The Contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney general and such counsel.

 d) The maximum deductible, except for worker’s compensation qualified self-insurers or group self-insurers, in any policy shall not exceed $100,000.00.

 3. *Insurance Coverages.* The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50‑21‑37, have been purchased by the Contractor.  The minimum required coverages and liability limits are as follows:

 a) *Workers’ Compensation Insurance*.  The Contractor agrees to provide Workers’ Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia.  A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan.  A self-insurer must submit a certificate from the Georgia Board of Worker’s Compensation stating the Contractor qualifies to pay its own worker’s compensation claims.  The Contractor shall require all subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers’ Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

*“This is to certify that all subcontractors performing work on this project are covered by their own workers’ compensation insurance or are covered by the Contractor’s worker’s compensation insurance.”*

 b) *Employers’ Liability Insurance*.  The Contractor shall also maintain Employer’s Liability Insurance Coverage with limits of at least:

 i. Bodily Injury by Accident – $1,000,000 each accident; and

 ii. Bodily Injury by Disease – $1,000,000 each employee.

The Contractor shall require all subcontractors performing work under this contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

*“This is to certify that all subcontractors performing work on this project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor’s Employers Liability Insurance Coverage.”*

 c) *Commercial General Liability Insurance*.   The Contractor shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability.  The Commercial General Liability Insurance shall provide at minimum the following limits:

**Coverage Limit**

1. Premises and Operations $1,000,000.00 per Occurrence

2. Products and Completed Operations $1,000,000.00 per Occurrence

3. Personal Injury $1,000,000.00 per Occurrence

4. Contractual $1,000,000.00 per Occurrence

5. General Aggregate $2,000,000.00 per Project

Additional Requirements for Commercial General Liability Insurance:

 i. The policy shall include an additional insured endorsement naming the officers, members, and employees of the Owner and the State of Georgia as additional Insureds.

 ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor’s policy.

 iii. The policy or policies must be on an “occurrence” basis.

 iv. The policy must include separate aggregate limits per project.

 d) *Commercial Business Automobile Liability Insurance*.  The Contractor shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile.  The Commercial Business Automobile Liability Insurance Policy shall provide not less than $1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

 i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia.

 ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor’s policy.

 e) *Commercial Umbrella Liability Insurance*.  The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers’ Compensation and Employers’ Liability to satisfy the minimum limits set forth herein.  The minimum amount of Umbrella limits required above the coverages and minimum limits state in E-33.c.3 (a), (b), (c) and (d) shall be:

Minimum Combined Primary Liability and Excess Umbrella Limits of:

 $3,000,000 per Occurrence

 $4,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance:

 i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia.

 ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor’s policy.

 iii. The policy must be on an “occurrence” basis.

 f) *Builders Risk Insurance*.  Contractor shall provide a Builder’s Risk Policy to be made payable to the Owner and Contractor, as their interests may appear.  The policy amount should be equal to 100% of the contract sum, written on an all risk basis or its equivalent.  All deductibles shall be the sole responsibility of the Contractor, and in no event shall the amount of any deductible exceed $10,000.00.  The policy shall be indorsed as follows:

*“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:”*

 i. Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and

 ii. Partial or complete occupancy by Owner; and

 iii. Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements [E-33.c.3 (f)] in lieu of the Builders’ Risk Insurance Policy.  Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

 g) *Disposition of Insurance Documents*.  Prior to commencing work, one certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

 4. *Termination of Obligation to Insure*.  Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional shall have executed the Certificate of Material Completion.

 5. *Failure of Insurers*.  The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

 **E-34. Identification, Correlation, and Intent of Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The Contract Documents consist of the Contract between the Owner and Contractor with these General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Owner after execution of the Contract such as Change Orders, and written interpretations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is necessary to produce the intended results.

 **E-35. Complete, Definite, and Clear Instructions and Schedules of Drawings.**

1. *Refinement of Documents.* The Contractor shall do no work without complete, definite, and clear drawings and specifications. In the event the Contract Documents are not complete, definite, and clear the Contractor shall make demand upon the Design Professional in writing for additional instructions and shall furnish the Owner a copy of the aforesaid demand. With reasonable promptness the Design Professional shall furnish complete, definite, and clear instructions in writing, or by means of drawings, or in writing and by means of drawings. Such additional instructions, if given orally, shall be confirmed in writing or by drawings or both within a reasonable space of time. Any such additional instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity with the aforesaid instructions. The Design Professional shall furnish the Owner a copy of all additional instructions issued to the Contractor.

b. *Schedules.* The Contractor and the Design Professional shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Contractor shall furnish them in accordance with that schedule.

 **E-36. Contract Documents at the Site.** The Contractor shall keep at the site one copy of the Contract Documents in good order with all addenda and change orders noted thereon and available to the Owner, Design Professional and their representative(s).

 **E-37. Ownership of Drawings and Models.** All drawings, specifications, and copies thereof furnished by the Design Professional are the property of the Owner. They are not to be used on other work, and with the exception of one set, are to be returned to the Design Professional on his request at the completion of the work. All models are the property of the Owner.

 **E-38. Specification Arrangement.** The specifications are separated into numbered and titled divisions for convenience of reference. Neither the Owner nor the Design Professional assumes any responsibility for defining the limits of any subcontracts on account of the arrangement of the specifications. Notwithstanding the appearance of such language in the various divisions of the specifications as, “The Plumbing Contractor”, “The Electrical Contractor”, “The Roofing Contractor”, etc., the Contractor is responsible to the Owner for the entire contract and the execution of all of the work referred to in the Contract Documents. No partial sets of bidding documents shall be issued by the Design Professional.

 **E-39. Conflicts.** The following principles shall govern the settlement of disputes which may arise over conflicts in the Contract Documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; and (d) as between the contract and the specifications, the requirements of the contract shall govern. Conflicts noted shall be reported to the Design Professional.

 **E-40. Effect of Addenda, Bulletins, and Change Orders.** No special implication, interpretation, construction, connotation, denotation, import, or meaning shall be assigned to any provision of the Contract Documents because of changes created by the issuance of any (1) addendum, (2) bulletin, or (3) change order other than the precise meaning that the contact documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) bulletin, or (3) change order by which it was created.

 **E-41. Manufacturer’s Recommendations.** In the event the contract shall require that given work or materials shall be installed in accordance with the manufacturer’s recommendations or requirements, the Contractor shall obtain for his use at the site in executing the work copies of the bulletin, circular, catalogue, or other publication of the manufacturer bearing the title, number, edition, date, etc., designated in the contract.

 **E-42. Superintendence and Supervision by Contractor**

 a. *Superintendent of Contractor.* The Contractor shall keep on his work during its progress and until the Certificate of Material Completion has been executed by the Design Professional a competent superintendent and any necessary assistants, all satisfactory to the Design Professional. The superintendent shall not be changed except with the consent of the Design Professional unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor.

 b. *Replacement of Superintendent.* If the Contractor terminates the Project Superintendent or, if the Contractor, for any reason, engages a Project Superintendent different from the one originally assigned to the Project, the Contractor must ensure that the replacement Project Superintendent has similar qualifications and experience as the originally identified Project Superintendent. Furthermore, the Contractor must obtain the Owner’s prior written approval before engaging a permanent replacement Project Superintendent.

 c. *Supervision by Contractor.* The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

 **E-43. Commencement, Prosecution and Completion.** The Contractor will be required (a) to commence work under this contract within ten days after date of written notice from the Owner to proceed, (b) to prosecute the work with faithfulness and energy (c) to install the various parts of the work with equal steps shown on the construction progress schedule and at the same rate shown on the construction progress schedule to be furnished pursuant to E-48 and (d) to complete the work within the time stipulated in the bid form as adjusted by any extensions of time provided. Commencement of work shall mean actual physical work on the site. In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule, he shall, within seven days after receipt of written demand of the Owner, commence working not less than a twelve hour day and no less than six days a week until such time as he shall have brought the amount of work in place into compliance with the construction progress schedule. Fulfillment of this requirement as to overtime work (hereinafter referred to as “recovery of lost time required of the Contractor for his breach of covenant as to time”) shall not relieve the Contractor from liability for breach of the covenant as to time. For account of recovery of lost time required of the Contractor for his breach of covenant as to time the Contractor shall be entitled to no claim against the Owner for any payment, injury or damages.

 **E-44. Measurements and Dimensions.** Before ordering material or doing work which is dependent upon coordination with building conditions, the Contractor shall verify all dimensions, elevations, grades, and pitch by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Design Professional for additional instructions before any work affected thereby is given.

 **E-45. Cutting, Patching and Fitting.** The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit.

 **E-46. Space Conditions.** All pipes passing through floors, walls, and ceilings shall be installed with sufficient space between them to permit installation of pipe insulation and floor, wall, and ceiling plates without cutting of insulation or plates. The Contractor shall locate all equipment that must be serviced, operated, or maintained in fully accessible positions.

 **E-47. Cleaning Up.** The Contractor shall at all time keep the premises free from accumulations of waste material or rubbish caused by his employees or work. At the end of each working day, Contractor shall leave the premises in a broom clean condition and remove all trash and debris. The Contractor shall provide such mats, drop cloths, etc., as shall be necessary to protect the surrounding areas from soil or damage. Any damage to existing work shall be repaired or replaced in accordance with E-20 of the General Conditions. At the completion of the work he shall remove all his rubbish from and about the building(s) and all his tools, scaffolding, and surplus materials and shall leave his work “broom-clean” or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor as the Design Professional shall determine to be just.

 **E-48. Progress Reports.** Within such reasonable space of time as the Owner shall designate in writing, the Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety on the performance bond which have any relevance to the work, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract. When requested by the Owner, the Contractor shall give the Owner access to accounts relating to the foregoing. The above reports shall include but are not limited to (a) written notice of dates by which specified work will have been completed, (b) written notice of dates by which non-compliant work shall have been made good, (c) written notice that non-compliant work has been made good, (d) written notice as to the date or dates by which work which has not been performed with equal steps and at the same rate required by the construction progress schedule shall have been brought into conformity with the construction progress schedule, (e) date by which any undisputed claim of a subcontractor, Supplier, or laborer shall have been paid, (f) written advice regarding the nature and amount of any disputed claim of a subcontractor, Supplier, or laborer, and (g) information regarding work performed upon demand of the Owner pursuant to a Change Order. Prior to submitting the first periodical estimate, the Contractor shall have furnished to the Owner and the Design Professional a construction progress schedule (based on work in place only) in accordance with the style and format of a specimen to be furnished by the Owner.

 **E-49. Changes in the Work**

 a. *Owner’s Right to Make Changes.* The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the Owner. Such work is hereinafter designated “change” or “changes.” All such changes shall be performed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of signing of the change order form. All such changes in the Work shall be authorized only by written Change Order signed by the Owner. (A sample change order form is provided in Section G, however, the exact form to be used may differ and may be provided by the Design Professional or the Owner.)

 b. The change order form shall be accompanied by a breakdown in the form prescribed in a specimen which the Owner will supply to any bidder upon request. The Design Professional shall certify to the amount of the adjustment. The change order form shall be signed by the Contractor and the Owner. The breakdown is only for the purpose of enabling the Design Professional and the Owner to make a judgment on the dollar amount of the adjustment in the contract sum. In the event any condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in a breakdown it shall be invalid unless expressly recited in the change order form under Paragraph 3, “Description of Change.”

 c. *Cost to Owner for Change.* The cost or credit to the Owner from a change in the Work shall be determined in one or more of the following ways:

 Case 1. By estimate and acceptance of a lump sum.

 Case 2. By Unit Prices named in the Contract or subsequently agreed upon. Unit Prices are NET and include all compensation due the Contractor.

 Case 3. By force account, which is defined as expenditures allowed under this Article plus a percentage of percentages as stated hereinafter. [see paragraph (e) below]

 d. *Changes Forbidden without Consent of Owner.* Neither the Design Professional nor the Contractor shall make any change whatsoever in the work without authorization or order of the Owner in writing except in emergency. The Contract Sum and the Contract Time may be changed only by written Change Order.

 e. *Existing Conditions.* By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed. The Owner does not undertake to represent or warrant site or local conditions.

 f. *Cost to Owner, Allowances for Contractor and Allowable Expenditures*. In cases (1) and (3) above, the “allowance for overhead and profit” combined, included in the total cost to the Owner, shall be based upon the following schedule:

 1. For the Contractor an allowance for work which he performs with his own forces, not to exceed 20% of his “net additional allowable expenditures”, if any, for changes.

 2. For a subcontractor an allowance for work which he performs with his own forces, not to exceed 20% of his “net additional allowable expenditures”, if any, for changes. A subcontractor shall receive no allowance for overhead and profit on work not performed by his own forces.

 3. For the Contractor an allowance for work performed by his subcontractors, not to exceed 7 1/2% of the amount, if any, due the subcontractor for changes.

The above percentages shall be applied to the “net allowable expenditures” if any, as limited and defined herein. If the net difference between “allowable expenditures” and savings results in a decrease in expenditures, the amount of credit allowed the Owner shall be the net decrease without and credit for profit and overhead. “Net additional allowable expenditures” as used herein shall mean the difference between all “allowable expenditures” and savings. The term “allowable expenditures” is limited to and defined as items of labor or materials, the use of heavy construction equipment and all such items of cost as insurance premiums, social security and old age and unemployment insurance, and (in cases where there is an extension of time) pro rata expenditures for time of foreman employed in the direct superintendence of productive labor in execution of changes. All expenditures not included in the term “allowable expenditures” as limited and defined in this article shall be considered as overhead, including but not limited to insurance other than that which is mentioned in this article, bond premiums, supervision, travel (meals, transportation and lodging), superintendence (except pro rata time of foremen as referred to herein), timekeepers, clerks, watchmen, hand tools, small tools, incidental job burdens and office expense. Any other provisions in the Contract Documents to the contrary notwithstanding, only demonstratable, direct, out-of-pocket expenditures for the changes plus percentages as set forth hereinabove shall be allowable for changes. The Contractor shall provide to the Owner, upon request, any and all necessary information the Owner may require in order to verify any and all costs associated with “Changes in the Work.”

 g. *Breakdown of Expenditures, Cases (1) and (3).* To accompany all change orders, the Contractor shall furnish a breakdown of expenditures for labor and materials by units and quantities in the form prescribed by the Owner, and the breakdown shall be accompanied by the following declaration.

 *“I do solemnly swear to the best of my knowledge, information, and belief, that the costs shown hereinabove do not exceed current costs for like services or materials in the locality of the Project and, in the case of a Force Account, the costs represented do not exceed the actual costs to the Contractor; and that the quantities shown do not exceed actual requirements.”*

 For all force account changes the Contractor shall promptly and in no event later than thirty (30) days after receipt of written demand therefore pursuant submit to the Design Professional a complete, accurate, and final breakdown and account together with vouchers, showing all expenditures and percentages allowable under Case (3). For all unit price changes the Contractor shall promptly and in no event later than thirty (30) days after receipt of written demand therefore submit to the Design Professional an accurate account of the quantity of work performed under Case (2). In any case, the Design Professional shall certify to the amount [including under Case (1) and Case (3) the allowance prescribed in the contract for overhead and profit] due the Contractor. The Contractor shall obtain and furnish as backup to the Contractor’s breakdown a separate breakdown for each subcontractor’s charges prepared by each subcontractor on the letterhead of the subcontractor and properly signed by the subcontractor.

 h. *Time of Submission of Claims [“Statement of Claim”].* Budgeting and cash flow being of material importance to the Owner, no claim of the Contractor on account of any change or on account of any alleged negligence of the Design Professional or Owner whether said claim shall be accrued or prospective, shall be valid unless a “statement of claim” in full accompanied by vouchers and other supporting data shall have been filed with the Owner by the Contractor not later than thirty (30) days after receipt of written request thereof by the Contractor from the Owner, time being of the essence. The “statement of claim” shall contain a concise and clear recital of the ground or grounds on the basis of which the claim is asserted, including a designation of the provision or provisions of the contract documents on which the claim is based. The statement of claim shall indicate the dollar amount of the claim.

 **E-50. Claims**

 a. *Extra Cost.* If the Contractor maintains that any instructions by drawings or otherwise involve extra cost to the Owner under this Contract, he shall give the Owner and the Design Professional written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute any change except in emergency endangering life or property. The allowances to the Contractor shall then be as provided under E-49. No claim for extra cost shall be valid unless so made.

 b. *Damages*. If either party to this Contract should suffer damage in any manner because of any wrongful act of neglect of the other party or of anyone employed by the other party, then he shall be reimbursed by the other party for such damage. No claim of the Contractor for damages shall be valid unless written notice thereof shall have been received by the Owner by registered mail within fifteen (15) days after occurrence of the event on which the claim is based. The “statement of claim” shall contain a concise and clear recital of the ground or grounds on the basis of which the claim is asserted, including a designation of the provision or provisions of the Contract Documents on which the claim is based. The statement of claim shall indicate the dollar amount of the claim.

 c. *Protests.* All reference to arbitration is deleted from the Contract Documents. Decisions of the Design Professional shall be rendered in all cases where provided for under the General Conditions of the Contract, but no decision of the Design Professional shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State of Georgia to contracting parties. Any decision of the Design Professional shall be final and binding on the Contractor unless the Contractor shall have given written notice of protest to the Owner by registered mail within ten days of the receipt of the decision.

 **E-51. Delays and Extensions of Time**

 a. *Grounds.* If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control, then the contract time shall be extended by Change Order for such reasonable time as the Design Professional may determine. The Contractor expressly agrees that the Contractor’s sole remedy for such delay shall be an extension of contract time and that the Contractor shall make no demand for damages or extended overhead.

 b. *Filing of Claim.* No such extension shall be made for delay occurring more than ten (10) days before claim thereof is made in writing to the Design Professional with copy to the Owner. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Contractor, within ten days from the cessation of the delay, shall have given notice in writing to the Design Professional, with copy to the Owner, as to the amount of additional time claimed.

 c. *Delay in Furnishing Drawings.* If no schedule or agreement stating the dates upon which drawings or approval of shop drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure of the Design Professional to furnish drawings or approval of shop drawings until two weeks after demand thereof and not then unless such claim be reasonable.

 d. *No Damages for Delay.* In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration arising because of hindrance or delay from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on the part of the Owner or his agents.

 **E-52. Inspection of Work**

 a. *Access to Work.* The Design Professional and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

 b. *Notice to Design Professional from Contractor Prior to Covering Work.* If the specifications, the Design Professional’s instructions (either in the specifications or issued later in writing), laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Design Professional timely notice in writing of its readiness for inspection, and if the inspection is by any authority other than the Design Professional, of the date fixed for such inspection. Inspections by the Design Professional shall be made promptly and where practicable at the source of supply. If any work should be covered without approval or consent of the Design Professional, it must, if required by the Design Professional, be uncovered for examination at the Contractor’s expense.

 c. *Re-examination or Re-testing of Work Covered pursuant to Consent of Design Professional.* Re-examination or re-testing of questioned work covered pursuant to consent of the Design Professional may be ordered by the Design Professional, and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents the Owner shall pay the cost of re-examination and replacement or of re-testing. If such work be found not in accordance with the Contract Documents the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and in that event the Owner shall pay such cost. Re-examination or re-testing under the terms of this Article applies only to work which has been covered with consent of the Design Professional. Work covered without consent of the Design Professional must be uncovered for examination.

 d. *Inspection Does Not Relieve Contractor.* Under the Contract Documents the Contractor has assumed the responsibility of furnishing all services, labor and materials for the entire work in accordance with such documents. No provisions of this article nor any inspection of the work by the Owner, representatives of the Owner, the Using Agency, Contract Compliance Specialist (if applicable), engineers employed by the Design Professional, representatives of the Design Professional, or the Design Professional shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work or materials injured or done not in accordance with said Contract Documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the Contract Documents. The Contract Compliance Specialist owes no duty to the Contractor.

 e. *False Start.* In the event notice of readiness pursuant to E-52(b), above, shall have been issued prematurely by the Contractor, his action shall be deemed to be a “false start”, and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to the salary, professional fees, and travel and living expenses of the person or parties inconvenienced by the aforesaid false start.

 **E-53. Correction of Work**

 a. The Contractor shall promptly correct any Work rejected by the Design Professional as defective or as failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Completion of the Contract or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

 b. *Remedy of the Owner for Breach of Notice of Non-Compliant Work.* If the Contractor does not make good a deficiency within a reasonable space of time fixed in a notice of non-compliant work, the Owner may:

 1. Remove the non-compliant work and store it at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storing within ten days after receipt of written demand of the Owner, the Owner may upon three days’ notice in writing to the Contractor, sell such materials at private sale or at auction and shall account for the net proceeds thereof after deducting all proper costs incurred by the Owner; and

 2. Supply omitted work, perform unexecuted work, replace and re-execute work not done in accordance with the methods and materials designated in the Contract Documents and deduct the cost thereof from any payment then or thereafter due the Contractor, Provided: That the Design Professional shall approve the amount charged to the Contractor.

c. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. Time limits stated in notices of non-compliant work are of the essence of the contract.

 **E-54. Deductions for Uncorrected Work.** If the Design Professional and Owner deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore; but there is no duty on the part of the Owner to accept any work injured or done not in accordance with the methods and materials designated in the Contract Documents, nor does the Contractor have the right to demand that there shall be acceptance of work injured or done not in accordance with the methods and materials designated in the Contract Documents.

 **E-55. Fire Marshal Inspections.**

 a. *General.* The State Fire Marshal may make inspections at any time. It shall be the responsibility of the Contractor to request inspections at 80% completion and for 100% inspection and Certificate of Occupancy. Requests shall be in writing with a copy to the Owner and Engineer. (Confirm lead time for inspection.)

 b. *Jurisdiction.* The facilities are under the jurisdiction of State Official Code of Georgia annotated 25-2-13 (O.C.G.A.)

 c. *Inspections Defined*: The basic definitions for 80% and 100% inspections are as follows:

 1. 80% Field Review–The structural components are in place and open for review of the fire safety components. NOTE: Structural components include the following: fire walls, vertical shafts, stairways, smoke stops, hazardous area separation, roof and ceiling assemblies, corridor and door width, and HVAC system.

 2. 100% Completion–The building(s) is/are ready to occupy and qualifies for a Certificate of Occupancy.

 d. *Certificate of Occupancy*. The Contractor’s obligation under the Contract is to install the Work in accordance with the Contract Documents, obtain the Certificate of Occupancy from the State Fire Marshal or his deputy, and forward it to the Design Professional as a part of the final close out procedures. The Design Professional’s obligation is to design the Work to comply with the applicable codes and to qualify for a Certificate of Occupancy.

 **E-56. Subcontractors, Materialmen, Suppliers and Employees**

 a. *Subcontractor.* A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

b. *Submission of List*. Unless otherwise required by the Contract Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing the names of subcontractors for each of the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. The contract requires each subcontractor, to the extent of the Work to be performed by the subcontractor, (1) to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor, all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, and (2) allow to the subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

 c. *Warranty of Contractor*. The Contractor warrants that the subcontractors selected by him are reputable, skilled, reliable, competent, qualified in the trade or field in which they are to perform on the project, and thoroughly familiar with applicable codes.

 d. *Certification On Account Of.* The Design Professional shall, on request furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.

 e. *Contractor Responsible for Acts and Omissions of Subcontractors, Materialmen, Suppliers and Employees.* The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors, materialmen, suppliers, and employees and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

 f. *No Contract Between Owner and Any Subcontractor, Materialmen, Supplier or Employee*. Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any subcontractor or between the Owner and any materialmen, supplier, or employee of the Contractor or his subcontractors.

 **E-57. Relationship of Contractor and Subcontractors**

 a. *Obligations of Each*. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract documents insofar as they are applicable to his work.

 b. *Owner Not Obligated to Any Subcontractor*. There is no obligation on the part of the Owner to pay to or to see to the payment of any sums to any (1) subcontractor, (2) supplier, (3) laborer, (4) employee, or (5) claimant as defined in the payment bond. [

 c. *Incorporation of Terms in Subcontracts*. The Contractor agrees that failure on his part to incorporate in all subcontracts an express provision in accordance with E-57(a) above, shall be deemed to be and is a breach of an essential covenant.

 **E‑58. Application for Payments**

 a. *Periodical Estimates and Receipts.* The Contractor shall submit to the Design Professional in accordance with a form to be supplied by the Owner, an application [sometimes herein designated “periodical estimate”] for each payment, and, if requested by the Owner or Design Professional, receipts or other vouchers, showing his payments for materials and labor, including payments to subcontractors as requested.

 b. *Initial Breakdown and Periodical Payments.*  If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due, and the Contractor shall, before the first application, submit to the Design Professional a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, on a form to be furnished by the Owner with a complete breakdown of the contract price so arranged and so itemized as to meet the approval of the Design Professional and, if requested, supported by such evidence as to its correctness as the Design Professional may direct. The schedule designated herein the “initial breakdown”, when approved by the Design Professional shall be used as a basis for certificates of payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule on a periodical estimate form to be supplied by the Owner, and, if requested by the Design Professional or Owner, itemized in such form and supported by such evidence as the Design Professional or Owner may direct showing the Contractor’s right to the payment claimed on the periodical estimate.

 c. *Materials Storage.*

 i.If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Owner or the Design Professional, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner’s title to such material or otherwise adequately protect the Owner’s interest. The Contractor is responsible for the existence, protection, and, if necessary, replacement of materials until execution of the Certificate of Material Completion of the Design Professional. The Owner shall not pay for any materials stored off site.

 ii. Should the Owner provide limited storage space in the work area, Contractor assumes full, complete and nondelegable responsibility for the security of the equipment so stored and for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to the Owner.

 d. *Progress Payments, Retainage and Conversion to Lump Sum*.

 i. The Owner shall make progress payments on account of the contract as follows: On or about the 15th day of each month 90 per cent of the value, based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Design Professional, less the aggregate of previous payments, until one-half of the contract sum is due.

 ii. At any time after one-half of the contract sum, including change orders, becomes due and the work is: (1) on or ahead of the construction progress schedule; (2) there are no breaches of notices of non-complaint work; (3) there is no delinquency in the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article E‑49 of the General Conditions; and (4) there are no unsatisfactory performance evaluations, if the Contractor requests and the Owner and Design Professional approve, the sum being withheld as retainage will be converted to a lump sum and held by the Owner until final completion.

 iii. No further retainage will be withheld by the Owner from payments to the Contractor unless the following deficiencies occur: (1) the percentage of work complete falls behind the percentage required by the construction progress schedule by as much as 15 per cent, or; (2) the Contractor fails to cure a notice of non-compliant work or; (3) there are [further or additional] unsatisfactory performance evaluations, or; (4) the Contractor becomes delinquent in regard to the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article E‑49 of the General Conditions. In such event or events the Owner shall reinstate the 10 per cent retainage on all periodical estimates due to be paid while one or more of the events continues to exist. The Contractor will be given written notice of the reinstatement of the retainage.

 iv. If the Contractor (1) recovers all lost time and puts the work back on schedule; and (2) remedies all breaches of notices of non-compliant work; and (3) corrects the deficiencies which caused the unsatisfactory performance evaluations, and (4) supplies a proper breakdown and accounting on force account work, then the sums withheld while either or all of the events existed will be converted to an additional lump sum and held by the Owner until final completion, and no further retainage will be withheld unless any of the deficiencies recur, in which event or events the Owner shall reinstate the 10 per cent retainage on all subsequent periodical estimates.

 v. At the discretion of the Owner, the retainage of each subcontractor may be released separately as he completes his work. An application for release of a subcontractor's retainage shall bear the original certificate of the subcontractor, the Contractor, and the Design Professional that the subcontractor's work has been fully performed and that the sum for which payment is requested is due by the Contractor to the subcontractor. Checks releasing a subcontractor's retainage shall be made payable to the Contractor, the Contractor's surety, and the subcontractor and shall be mailed to the Contractor's surety. This article does not create any contractual relationship between the Owner and the subcontractor or any duty of the Owner to any subcontractor. All warranties shall run from the date of the Certificate of Material Completion of the Design Professional unless otherwise expressly provided in the contract. Payments pursuant to this article shall in no way diminish, change, alter or affect the rights of the Owner under the Contract Documents.

 **E‑59. Certificate of Payments**

 a. *Issuance.* If the Contractor has made application for payment, the Design Professional shall not later than the date when each payment falls due issue to the Contractor a certificate for such amount as he decides to be properly due or state in writing his reasons for withholding a certificate.

 b. *Effect.* No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract Documents. The making of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications or drawings. Acceptance of the final payment shall operate as and shall be a release to the Owner from all claims of any kind or character under the contract except for such specific amount or amounts as may have been withheld to cover the fair value of any incomplete work which has been certified by the Design Professional as incomplete through no fault on the part of the Contractor.

 c. *Date and Rate of Payment.* Progress payments will be made by the Owner to the Contractor in accordance with E-58 above. Final payment will be made in accordance with Article 5 of the Contract. The date and rate of payment are subject to E-60. Sums retained pursuant to the present article are and remain the property of the Owner until such time as the Contractor shall have become entitled to receive payment of such retainage by (a) furnishing the remainder of the *quid pro quo* under the contract and (b) complying in full with the terms of the contract.

 **E‑60. Payments Withheld.** The Design Professional may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

 a. Defective work not remedied.

 b. Claims filed or reasonable evidence indicating probable filing of claims.

 c. Failure of the Contractor to make payments properly to subcontractor or for materials or labor.

 d. A reasonable doubt that the contract can be completed for the balance then unpaid.

 e. Damage to another contractor or to some third party.

 f. Failure to maintain a rate of progress in accordance with the construction progress schedule.

 g. Failure to supply enough skilled workmen or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. At the option of the Owner adherence to the construction progress schedule shall be a condition precedent to the right of the to demand payment of a periodical estimate. No omission on the part of the Owner to exercise the aforesaid option shall be construed to be a waiver of breach of the construction progress schedule or acquiescence therein, and the Owner may exercise its option from time to time and as often as may be expedient.

 **E-61. Liens.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens or claims arising out of this contract, or receipts in full in place thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien or claim could be filed; but the Contractor may, if any subcontractor or claimant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorney’s fee.

 **E‑62. The Owner’s Right to Do Work.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days’ written notice to the Contractor may without prejudice to any other remedy he may have (including without limitation remedies against the Contractor’s surety), make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Design Professional shall approve the amount charged to the Contractor.

 **E-63. Defective Work.** If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

 **E‑64. Owner’s Right to Terminate Contract.**

a. *Termination for Cause.* If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with Contract Documents or fails to perform any provisions of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

 b. *Termination for Convenience.* The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Contractor specifying the termination date, without cause and irrespective of whether or not Contractor is in default of any of its obligations hereunder. The effective date of termination shall not be earlier than seven days from the date of confirmed receipt of the written notice. If the Owner terminates the Contract the Contractor shall: (i) stop the Services or the Work (as applicable); (ii) place no further orders or Subcontracts for materials, labor, services or equipment; and (iii) terminate all material and equipment orders and Subcontracts to the extent terminable (unless otherwise directed by Owner in writing) and advise Owner of all materials, equipment and other items which cannot be canceled or which are already delivered and allow Owner to participate in the salvage or disposition thereof. Contractor shall, as soon as practical after receiving notice of termination, submit to Owner an Application for Payment for all services performed through the date of receipt of the notice of termination, for which payment has not been previously made pursuant to the terms of this Contract.

 **E‑65. Contractor’s Right to Stop Work or Terminate Contract.** If the Owner fails to make payment for a period of fifteen (15) days after receipt of proper pay request, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed.

 **E-66. Notice of Readiness for Final Inspection.** When the Contractor is ready for a final inspection, he shall give notice to the Design Professional and a copy to the Owner in the following words:

*“The work on the contract for the [show name of improvement or project as it appears in the contract] having been fully completed except as stipulated hereinbelow, it is requested that a final inspection be made promptly by the Design Professional in accordance with Article 5 of the contract. The following work is incomplete through no fault of the Contractor [list any work which the Contractor regards as a proper exception under Subparagraph (d) of Article 5 of the contract] “*

No final inspection shall be made until such time as the Design Professional has received a letter in the exact form indicated above and a copy thereof has been received by the Owner. In the event the Contractor shall have issued the “Notice of Readiness for Final Inspection” prematurely [hereinafter referred to as “false start”] he shall be liable for the damage resulting from the aforesaid false start including but not limited to the salaries, professional fees, and travel and living expenses of the persons or parties inconvenienced by the aforesaid false start. The Contractor agrees that he may not defend or excuse any deviation from the Contract Documents on the ground (a) that the deviation was not brought to his attention by another person or party or other persons or parties or (b) that a subcontractor is or subcontractors are at fault.

 **E-67. Operation and Maintenance Data and Instructions.** Prior to Material Completion, the Contractor shall furnish, in three ring binders, advance copies of proper written instructions to the Owner concerning operation and maintenance of all mechanical, electrical and other operating systems and equipment. The Contractor shall provide training in the operation and maintenance of all mechanical, electrical and other operating systems and equipment in the presence of the Design Professional and the Owner and shall give notice in writing to the Design Professional and Owner at least fifteen days prior to the date on which it proposes for the training.

 **E-68. Keys.** Keys with tags attached indicating number and/or description of door or room each key is intended to fit attached to each key shall be delivered to the Owner. Contractor shall prepare and furnish with the keys an itemized key schedule in quintuplicate listing the door or room number and/or description, serial number of key, and number of keys being delivered for each door or lock.

 **E-69. Marked-up Construction Documents.** Prior to demand for payment of retainage, the Contractor shall provide a complete set of Marked-up Construction Documents to the Design Professional, which set shall reflect all changes caused by addenda, field changes, Change Orders, or observed changes by the Contractor or subcontractor(s) for the purpose of the Design Professional’s issuance of Record Documents to the Owner.

 **E-70. Affidavits.** Before receiving any portion of the retainage, the Contractor will be required to furnish a non-influence affidavit in the exact form as shown in Exhibit A and a statutory affidavit in the exact form as shown in Exhibit B.

 **E-71. Material Completion.** Material Completion is when the Work or designated portion thereof is complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use. All final documents (certificates, warranties, guarantees, manuals, instructions, documents required by the Contract Documents) as required are due at Material Completion. Material Completion shall also require complete operation of all applicable building systems included in the Work, including but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety and accessibility. The Work shall be complete except for Minor Items or Permitted Incomplete Work.

 a. Minor Item Defined. A Minor Item is a portion or element of the Work:

 i. that can be totally complete within thirty (30) days; and

 ii. that can be completed while the Owner occupies the Work without impeding or interfering with either the Owner’s use and occupation of the Work or the Contractor’s ability to complete the Minor Item; and

 iii. that will not interfere with the complete use and enjoyment of the project by the Owner.

 b. Permitted Incomplete Work Defined. Permitted Incomplete Work is work that is incomplete through no fault of the Contractor, as determined by the Owner, including, but not limited to, HVAC seasonal test and balance, seasonal landscaping or maintenance, incomplete work due to failure of separate contractors to complete work, and the like.

 **E-72. Effect of Achieving Material Completion.** Upon the date when Material Completion is achieved, the following matters are conclusively determined:

 a. The Owner may immediately occupy and secure the Work without restriction.

 b. All warranties begin to run from the date Material Completion is achieved.

 c. The Owner is responsible for all insurance for the Project.

 d. The Liquidated Damages daily rate is reduced to zero.

 e. The Contractor may request payment of the remaining contract balance, including retainage, less amounts credited by the Owner or incurred as liquidated damages, and less amounts withheld for the punchlist by reason of Minor Items or Permitted Incomplete Work.

 **E-73. Certificates of Manufacturers for Major Components.** For elevators, moving walks, dumbwaiters, escalators, lifts, major components of air conditioning systems (i.e., cooling towers, compressors, condensers, absorption units, chiller units, fan coil units, air handling units, boilers, base mounted pumps, and temperature controls); major components of heating systems (i.e., boilers, base mounted pumps, air handling units, unit ventilators, fan coil units, temperature controls, and boiler chemical feed systems); major components of plumbing systems (i.e., boilers, base mounted pumps, sewage pumps and water treatment systems) and incinerator systems; start-up, testing, and placing into operation shall be performed by the field representative(s) of the manufacturer(s), and certificate(s) of the manufacturer(s) shall be filed with the Owner on the letterhead(s) of the manufacturer(s) in which the manufacturer(s) certifies or certify that "the equipment has been installed in strict compliance with the recommendations of the manufacturer(s) and is operating properly.” The manufacturer shall list in the certificate the item or items furnished to the job and the date, name, or other positive means of identifying any supplementary documents containing the recommendations of the manufacturer, with a copy of each of the supplementary documents attached to the certificate.

 **E-74. Warranty and Guaranty.** The Contractor warrants and guarantees that all work executed under the Contract Documents shall be free from defects of materials or workmanship for a period of one year from the date of Completion. All written guarantees or warrantees as called for in the specifications shall specify the term and contact information for enforcement and shall be in such form as to permit direct enforcement by the Owner against any Trade Contractor, subcontractor, materialmen, or manufacturer related to the guarantee. The effective date of all warranties and guarantees shall be the date of the Certificate of Material Completion. Warranties, guarantees, and manufacturer’s certificates shall be provided to the Owner in a three ring binder(s) with a summary list of contents.

 **E‑75. Correction of Work after Final Payment.** Neither (1) the Certificate of Material Completion, (2) nor any decision of the Design Professional, (3) nor payment, (4) nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of contract work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the space of time designated in the notice of non-compliant work and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted work, or remove from the premises all non-compliant work noted by the Design Professional. The Contractor shall give prompt notice in writing to the Design Professional, with copy to the Owner, upon completion of the supplying of any omitted work or the correction of any non-compliant work . In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the non-compliant work or supplying of omitted work. If the Contractor does not remove, make good the deficiency, correct, or remedy faulty work, or supply any omitted work within the space of time designated in notice of non-compliant work without expense to the Owner, the Owner, after ten days’ notice in writing to the Contractor, may remove the work, correct the work, remedy the work or supply omitted work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective work executed under the plans and specifications or supplying of omitted work whether or not covered by warranty of a subcontractor or materialmen, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the plans and specifications shall be free from defects of materials or workmanship for a period of one year from the date of the Certificate of Material Completion of the Design Professional, and (2) that for not less than one year from the date of the Certificate of Material Completion of the Design Professional, or for such greater space of time as may have been designated in the specifications, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any subcontractor, materialmen, or manufacturer whose guaranty or warranty is called for, and the Contractor agrees that:

 a. The Contractor is jointly and severally liable with such subcontractors, materialmen, or manufacturers.

 b. The said subcontractors, materialmen, or manufacturers are agents of the Contractor for purposes of performance under this article, and the Contractor, as principal, ratifies the warranties or guaranties of his aforesaid agents by the filing of the aforesaid instruments with the Owner. The Contractor as principal is liable for the acts or omissions of his agents.

 c. Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument, Provided: That the Owner shall have furnished the Contractor with a copy of notice served on the subcontractor, materialmen, or manufacturer.

 d. The Contractor will bind his subcontractor, materialmen, and manufacturers to the terms of this article.

The calling for or the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. [

 **E-76. Notification to Owner when Contractor Visits Site after Final Inspection.**

 a. When the Contractor’s representative visits the job site after the final inspection to perform specific work such as maintenance service, seasonal balance, or to correct a deficiency, the Contractor shall notify the Owner not less than 48 hours prior to the date on which they will visit the site, except under an emergency condition.

 b. The Contractor shall visit the designated office of the Owner to notify the Owner that the Contractor is on the site prior to visit, thereby enabling the Owner representative to accompany the Contractor, should they so desire while the Contractor is on the project site.

 c. A copy of the notification shall be provided to the Design Professional with the intent of the site visit. After the Contractor has completed the site visit, he shall give a written report to the Design Professional within five (5) days of the actions taken and any incomplete work yet to be performed.

 **E-77. Final Completion**. Final Completion is the completion of all Work, including completion of all Minor Items and Permitted Incomplete Work as defined in Article E-71. Final Completion shall be evidenced by the Design Professional’s Certificate of Final Completion. Final Completion shall be obtained not later than thirty (30) days after the last stated completion dates of any Minor Items or Permitted Incomplete Work. The Design Professional’s Certificate of Final Completion shall not be issued until all Work is complete.

 **E-78. Payment for Final Completion.** All amounts withheld from Payment for Material Completion and not credited to the Owner are payable upon receipt of final pay request from the Contractor. Final Payment shall be due 10 days after receipt by the Owner of the application for payment upon achievement and certification of Final Completion.

**SECTION F**

**SUPPLEMENTARY GENERAL CONDITIONS**

 **F-01.**

 **F-02.**

**EXHIBIT A**

NON-INFLUENCE AFFIDAVIT

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I do solemnly swear on my oath that as to the contract dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

 (NAME OF CONTRACTOR)

the Owner I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid contract by any employee, officer, or agent of the Owner, or any person connected with the State Government of Georgia in any way whatsoever.

This \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally before me, the undersigned authority, appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (NAME OF PERSON SIGNING THE AFFIDAVIT)

who is known to me to be an official of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who, after being duly

 (NAME OF CONTRACTOR)

sworn, stated on his oath that he had read the above statement and that the same is true and correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT B**

STATUTORY AFFIDAVIT

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Owner

Re: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between the above-mentioned

 parties for the construction of Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character [including disputed claims or any claims to which the Contractor has or will assert any defense] arising out of the performance of the contract which have not been paid and satisfied in full except as listed hereinbelow:

 **[Instructions-ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS AND THE AMOUNT CLAIMED BY EACH]**

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (L.S.)

 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Firm

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally before me, the undersigned authority, appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who

 (NAME OF PERSON SIGNING AFFIDAVIT)

is known to me to be an official of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who, after being duly

 (NAME OF CONTRACTOR)

sworn, stated on his oath that he had read the above statement and that the same is true and correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary Public, My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

**EXHIBIT C**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Contractorl)** ­­­­ as principal (hereinafter referred to as ("Contractor"), and **(Legal Title and Address of Surety)** as surety (hereinafter referred to as "Surety"), are held and firmly bound unto the **(Insert Name of Owner)** as Obligee (hereinafter referred to as "Owner"), in the amount of       DOLLARS ($      ), to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the Owner bearing date of       for (Insert Name of Project) in accordance with drawings and specifications prepared by: (Insert Name of Architect), which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.

2. If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within twenty-five (25) days after receipt of a declaration of default of the Surety`s election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, supplier, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within 30 days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.

4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the Contract Documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

7. For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 Name:       Telephone:

 Address:

 City:       State:       Zip Code:

SIGNED AND SEALED THIS DAY OF , 20 .

ATTEST (Seal) (Name of Contractor)

 By

 Secretary (Note 1) President

 (Seal) (Name of Surety) (Note 2)

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

 Resident Georgia Agent \*

Note 1. Please apply seal of Corporation over Secretary’s Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a “Resident Georgia Agent” of Surety in order to comply with surety regulations of Georgia.

(\*) Attach Power of Attorney

**EXHIBIT D**

**PAYMENT BOND**

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Contractor)** as Principal (hereinafter referred to as the "Principal") and **(Legal Title and Address of Surety)** as Surety (hereinafter referred to as “Surety”, are held and firmly bound unto the **(Name of Owner)** as Obligee (hereinafter referred to as "Owner") for the use and benefit of claimants defined, hereinafter in the amount of:  DOLLARS ($) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the Owner bearing date of       for (Insert Name of Project) in accordance with drawings and specifications prepared by: (Insert Name of Architect), which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said contract.

3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the contractor furnishing said payment bond, shall have the right of action upon the said payment bond upon giving written notice to said contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefor who submits an affidavit that he has supplied labor or materials for such work and payment therefor has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the Certificate of Material Completion of the Design Professional.

5. Further, this bond shall be considered the same as a bond furnished under Section 13‑10‑1 *et seq*., of the Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

6. For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 Name:       Telephone:

 Address:

 City:       State:       Zip Code:

SIGNED AND SEALED THIS DAY OF , 20 .

ATTEST (Seal) (Name of Contractor)

 By

 Secretary (Note 1) President

 (Seal) (Name of Surety) (Note 2)

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

 Resident Georgia Agent \*

Note 1. Please apply seal of Corporation over Secretary’s Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a “Resident Georgia Agent” of Surety in order to comply with surety regulations of Georgia.

(\*) Attach Power of Attorney

**EXHIBIT E**

**CONTRACTOR\* AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**

Project No. and Name:

Contractor\*:

**STATE OF GEORGIA COUNTY OF:**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (Insert Name of Owner) has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on      , 20      in (City), (State).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Officer or Agent of Contractor ­­­­­­­­­­­­

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN**

**BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20**\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*For the purposes of this affidavit only, anyone under contract with the Owner (i.e. architects, engineers, consultants, etc) is deemed a “contractor.”

**EXHIBIT F**

**CHANGE ORDER SPECIMEN**

DIRECTIONS TO DESIGN PROFESSIONAL:

 Please prepare a change order in the form and wording given below, deleting inapplicable wording and adding such explanations as may be necessary. The wording in Paragraph 11 may not be changed or altered in any way by either the Design Professional or the Contractor. Send four copies, signed by you and the Contractor, to the Owner. *Do not forward a change order unless it is accompanied by a breakdown that has been certified by the Owner’s Representative*.

Date:

{Insert Agency Name and Address}

RE: Change Order No. \_\_\_\_\_\_\_\_\_

Project No. & Name of Project

Note to Design Professional: *(Please leave the Change Order number blank. A number will* *be assigned by the Owner and will be inserted in the blank space at the time of execution by the Owner.)*

 1. Submission of this change order for consideration was authorized by letter from the Owner dated , Incumbrance Record No. .

Note to Design Professional: *(No change order should be forwarded unless you have been furnished with a letter from the Owner authorizing it. Please follow suggestions issued to you earlier concerning the obtaining of a letter authorizing preparation of a change order. )*

 2. The changes hereinafter described are applicable to the contract for the construction of at , executed by and between the *[insert name of Owner]*, Owner, and , Contractor, dated .

 3. Description of Change:

Note to Design Professional: *(Be sure to give a complete statement describing the changes in the work, including the specifications. If drawings are necessary, refer to them by date, etc., and state they are made a part of the change order. Copy of drawings should be attached to the change order.)*

 4. This change order is deemed necessary and originated with the *(Design Professional) (Owner) (Contractor)*.

Note to Design Professional: *(In preparing change order, delete inapplicable language appearing in parentheses.)*

 5. The change*(s)* is *(are)* necessary to:

Note to Design Professional: *(Give a complete description of conditions that make the change necessary.)*

 6. The amount of the change order was determined by:

 a. Estimate and acceptance in lump sum.

 b. Unit prices stated in contract or subsequently agreed upon.

 c. Cost and percentage as described in General Conditions.

Note of Design Professional: *(Use applicable wording in preparing change order.)*

 7. A memorandum is attached showing cost breakdown of labor and materials by unit and quantities as prepared by the Contractor and same has been certified by the Owner’s Representative.

 8. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.

Note to Design Professional: *(Please observe the fact that verification of quantities and prices means the Design Professional who signs the change order has personal knowledge that the quantities shown in the memorandum referred to under paragraph seven of the change order are correct, that he has personally satisfied himself that full credit has been extended for any work or materials omitted, and that he has conclusively established by such checking or inquiry as may be necessary that the prices and allowances shown in the memorandum are in line with current costs for like services and materials.)*

 9. The contractor shall be allowed additional calendar days for completion.

Note to Design Professional: *(Please insert the number of additional days allowed, or if no additional time is allowed, insert the work "None.”)*

 10. The contract sum shall be *(increased) (decreased)* by because of this change.

Note to Design Professional: *(Please delete inapplicable language in parentheses and enter the amount for this change.)*

11. The payment and extension of time (if any) provided by this change order constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups, directly and indirectly attributable to the changes ordered herein, for all delays related thereto and for performance of changes within the time stated.

|  |  |  |
| --- | --- | --- |
| ***RECOMMENDED FOR OWNER'S ACCEPTANCE:*** |  | ***AGREED:*** |
|  |  | *GEORGIA {Insert Agency Name}* |
| Design Professional Firm |  |  |
| By: |  | By: |
|  Supervising Design Professional’s Signature |  |  Director |
|  |  |  |
| Date: |  | Date: |
|  |  |  |

APPROVED AND AGREED:

General Contractor

Representative’s Signature

Date:

**EXHIBIT G**

**DESIGN PROFESSIONAL’S**

**CERTIFICATE OF MATERIAL COMPLETION**

Project No. and Name:

Contractor:

Design Professional:

CERTIFICATE OF DESIGN PROFESSIONAL:

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows. Any exceptions to the below statements shall be identified and explained in Paragraph 13 below:

1. Having conducted observations and evaluations of the work in the presence of representatives of the Design Professional and its major consultants, the referenced project has been determined to be fully constructed and completed in accordance with the Contract Documents and all applicable laws, ordinances, codes, rules and regulations on       (date of Inspection for Material Completion) with the exception of items shown on the attached Final Punch List [Notice of Non-Compliant Work No.       ].
2. The “work” includes all construction, documents, submissions, attic stock, certificates, reports (including initial HVAC test and balance report), warranties, Marked-up Construction Documents, Final Certification of Costs, etc., called for in the Contract Documents, including all addenda and change orders.
3. The Final Punch List specifies items that constitute either a Minor Item or Permitted Incomplete Work, as defined in the General Requirements, and also stipulates an estimated completion date for each.
4. There are no outstanding Notices of Non-Compliant Work which are not restated on the Final Punch List. Such items must qualify as a Minor Item or Permitted Incomplete Work.
5. The total contract sum as of the date of Material Completion through Change Order No.      is $0.00. The unpaid balance of the total contract sum (except as may be amended by future change orders) will be due and payable when all work has been fully completed and the contract fully performed at Project Final Completion.
6. There are no pending change orders resulting in credits or other credits due the Owner.
7. The amount to be withheld from Payment for Material Completion for each Minor Item or Permitted Incomplete Work as listed on the Final Punch List is as follows. Dates for completion of each item of Permitted Incomplete Work are indicated on the Final Punch List.

Total Value of Minor Items: $0.00 x 200%= $0.00

Total Value of Permitted Inc. Work: $0.00 x 200%= $0.00

Seasonal HVAC Balancing (Min. $1,000) $0.00 x \_\_\_\_= $0.00

Major Equipment Certificates: (Number) 0 x $500 = $0.00

 Total Withheld = $0.00

1. All tests and inspections required by the Contract Documents have been made and were reviewed by a registered architect or registered engineer of the Design Professional. All work was found to meet or was brought into compliance to meet said tests and inspections in accordance with the Contract Documents.
2. No work has been certified for payment that was covered prior to consent of the Design Professional.
3. All mechanical systems, equipment, apparatus and controls (electrical, heating plumbing, water, septic tank and sewage disposal fields, refrigeration, kitchen equipment, fire alarm, program and public address, etc.) have been started up, tested and inspected in the presence of a registered architect or registered engineer of the Design Professional, and have been found to be in safe operating condition, compliance with the Contract Documents and applicable codes.
4. All required operating instructions and maintenance manuals have been reviewed and approved for compliance with the Contract Documents by the Design Professional and transmitted to the Owner.
5. The State Fire Marshal has issued a Certificate (or Temporary Certificate) of Occupancy.
6. Exceptions (State Paragraph reference and explanation):

This Certificate is executed by the Design Professional this       day of      , 20  .

 (Name of Design Professional Firm)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (License Number and State)

Printed Name:

Title:

**EXHIBIT H**

**DESIGN PROFESSIONAL’S**

**CERTIFICATE OF FINAL COMPLETION**

Project No. and Name:

Design Professional:

CERTIFICATE OF DESIGN PROFESSIONAL:

The Design Professional issues this Certificate of Final Completion of the Project and certifies as follows. Any exceptions to the below statements shall be identified and explained in Paragraph 10 below:

1. Having conducted observations and evaluations of the work in the presence of representatives of the Design Professional and its major consultants, the referenced project has been determined to be fully constructed and completed in accordance with the Contract Documents and all applicable laws, ordinances, codes, rules and regulations on       (date of Inspection for Final Completion) including all items shown on the Final Punch List [Notice of Non-Compliant Work No.      ].
2. The “work” includes all construction, documents, submissions, attic stock, certificates, reports (including initial HVAC test and balance report), warranties, Marked-up Construction Documents, Final Certification of Costs, etc., called for in the Contract Documents, including all addenda and change orders.
3. There are no outstanding Notices of Non-Compliant Work.
4. The total contract sum as of the date of Final Completion through Change Order No.      is $$0.00.
5. There are no pending change orders resulting in credits or other credits due the Owner.
6. All tests and inspections required by the Contract Documents have been made and were reviewed by a registered architect or registered engineer of the Design Professional. All work was found to meet or was brought into compliance to meet said tests and inspections in accordance with the Contract Documents.
7. No work has been certified for payment that was covered prior to consent of the Design Professional.
8. All mechanical systems, equipment, apparatus and controls have been started up, tested and inspected in the presence of a registered architect or registered engineer of the Design Professional, and have been found to be in safe operating condition, compliance with the Contract Documents and applicable codes. All required operating instructions and maintenance manuals have been reviewed and approved for compliance with the Contract Documents by the Design Professional and transmitted to the Owner.
9. The State Fire Marshal has issued a Certificate (or Temporary Certificate) of Occupancy.
10. Exceptions (State Paragraph reference and explanation):

This Certificate is executed by the Design Professional this       day of      , 20  .

 (Name of Design Professional Firm)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (License Number and State)

Printed Name:

Title: