

# **DESIGN-BID-BUILD CONSTRUCTION CONTRACT**

**BETWEEN CONTRACTOR AND OWNER**

**TO BE USED WITH  
DESIGN PROFESSIONAL CONTRACT  
FOR SHORT FORM DESIGN-BID-BUILD CONTRACT**

**(FOR PROJECTS UNDER \$2 MILLION CONSTRUCTION COST)  
(ARRA-COMPLIANT VERSION)**

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

**For the Use and Benefit of:**

**USING AGENCY**

**SAVANNAH STATE UNIVERSITY**

**and**

**CONTRACTOR**

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**PROJECT NO. SSU-1304 – SSU HUBERT D ELEVATOR**

**INCLUDES:**

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### SPECIAL CONDITIONS

**CONSTRUCTION CONTRACT**  
BETWEEN CONTRACTOR AND OWNER

**THIS CONSTRUCTION CONTRACT** ("Contract") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between INSERT LEGAL NAME OF FIRM, (hereinafter the "Contractor"), whose address is Insert PHYSICAL Address of Firm,

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

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

(c) **Contractor's Federal Employment Verification Certification:**

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

User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** (hereinafter the "Owner"), for the use and benefit of SAVANNAH STATE UNIVERSITY (hereinafter the "Using Agency" or "Institution").

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

**Project No. SSU-1304**

**Project Name and Description:** SSU HUBERT D ELEVATOR (hereinafter the "Project.")

**1. Existing Documents.** The Contractor has reviewed and taken into consideration the Bidding Documents in preparing his bid [as modified by Alternate No. \_\_\_\_\_].

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**3. Construction Completion:** The Material Completion and Occupancy Date shall be achieved within **135** consecutive calendar days beginning the date specified in the Proceed Order.

**4. The agreed daily amount for Liquidated Damages is:** \$500 per day.

5. **Notice.** All notices in accordance with Section 1.1.3 of the General Conditions shall be given to the following addresses:

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

**OWNER:**

Board of Regents of the University System of Georgia  
270 Washington Street, SW, 6<sup>th</sup> Floor  
Atlanta, Georgia 30334  
Attention: Linda M. Daniels, Vice Chancellor  
Phone Number: 404-656-2243  
Facsimile Number: 404-657-7433

**USING AGENCY (Institution):**

Savannah State University  
3219 College Street  
Savannah, Georgia 31404  
Attention: Arnold Jackson  
Phone Number: 912-353-5011

**DESIGN PROFESSIONAL:**

Neil Dawson, Architect, PC  
1020 Bryan Woods Loop – Suite 1  
Savannah, Georgia 31410  
Attention: Neil Dawson, AIA  
Phone Number: 912-695-2111

6. **Energy Efficiency and Sustainable Construction Act of 2008.** This project is 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.

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

8. **Schedule and Completion:** The Pre-commencement Phase Services to be performed under this Contract shall commence upon the Effective Date of the Contract and be completed within 135 days thereafter. Activities on the Site shall commence on the date specified in the Proceed Order and shall be materially complete in accordance with established Milestones, and not later than the Material Completion and Occupancy Date.

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

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

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

**12. The Contract Documents:** This Contract, together with the Bidding Documents, Addenda and the Bid, the General Conditions, the Supplementary Conditions, the Contract Forms, Specifications, Drawings and Change Orders (many of which are bound in the Project Manual) constitute the Contract Documents for the Project

**13. Contract Interpretation:** The Contract Documents shall be interpreted in substantial compliance with the corresponding provisions in the current full form Design-Bid Build construction contract, and shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

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

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

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

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

**18. Transactions With State Officials, Ethics:** The parties hereto certify that the provisions of law contained in the Act prohibiting full-time appointive officials and employees of the State from engaging in certain transactions affecting the State as defined in O.C.G.A. §§45-10-20–26 and the Governor's Executive Orders governing ethics, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees); Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists); and O.C.G.A. Sections 21-5-70(5), 21-5-71 and 21-5-73, all as amended effective January 9, 2006 (requiring registration and disclosure filings by state agency vendor lobbyists), have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

**19. Compliance with Federal and State Work Authorization and Immigration Laws.** The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.* Contractor certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Contractor further certifies that it shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract. Contractor shall provide the Owner with notice of the identity of any and all subcontractors or consultants within five days of entering into the subcontract. The notice shall include an affidavit from the subcontractor or attesting to the subcontractor or consultant's name, address, user identification number, date of authorization to use the federal work authorization program and certification that the subcontractor or consultant shall verify the information of all newly hired employees.

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

**21. No Waiver:** The failure of the Owner at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Owner thereafter to enforce any provision or any part of the Contract, nor shall the failure of the

Owner to enforce any breach of any provision hereof to be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

**22. Entire Agreement.** The Contract Documents referenced above constitute the entire Contract between the Owner and the Contractor with respect to the Project supersede all prior negotiations, discussion, statements, and agreements between Owner and Contractor and constitute the full, complete, and entire agreement between Owner and Contractor. Except as set forth herein, there are no other promises, understandings, agreements, representations or warranties, oral or written, expressed or implied between the parties. There can be no changes, modifications, or terminations, in whole or in part, nor any provision waived to this Contract by oral means, nor by course of conduct of the parties, nor by custom of the trade. No changes to this Contract will be binding on either party hereto unless such change is properly authorized, in writing, by Change Order accordance with Section 3, Part 2 of the General Conditions.

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

\_\_\_\_\_  
(Contractor)

ATTEST:

\_\_\_\_\_, Secretary  
(Print Name)  
(SEAL Over Signature)

By: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_, President  
(Print Name)

**APPROVED: USING AGENCY**

BY: \_\_\_\_\_  
DR. CHERYL DAVENPORT DOZIER, PRESIDENT  
SAVANNAH STATE UNIVERSITY

BY: \_\_\_\_\_  
\_\_\_\_\_  
PRINT NAME / TITLE

**BOARD OF REGENTS OF THE UNIVERSITY  
SYSTEM OF GEORGIA, OWNER**

BY: \_\_\_\_\_  
LINDA M. DANIELS  
VICE CHANCELLOR FOR FACILITIES

**WITNESS:** \_\_\_\_\_  
SHEREE WILDER SRADER  
DIRECTOR OF CONTRACTS & SERVICES

## BID REQUIREMENTS

### INVITATION TO BID

The Owner will receive sealed bids from Contractors at Savannah State University, Department of Plant Operations Conference Room. Bids must be physically on the table in the Bid Room by 9:00 AM, at the time legally prevailing in Savannah, Georgia on Friday, April 26, 2013 for the construction of **SSU HUBERT D ELEVATOR**, Project No. SSU-1304, located in SAVANNAH STATE UNIVERSITY – Savannah,, Georgia. At the time and place noted above, the bids will be publicly opened and announced.

Electronic copies of the Bidding documents may be obtained from the Savannah State University Business Office at 3219 College Street, Savannah, GA 31404.

There will be a pre-bid conference held on Wednesday, April 10, 2013 at 9:00 AM at the Physical Plant Conference Room. Attendance at this conference is MANDATORY for any general contractor intending to bid on this project. Others may attend if they so desire.

Bidding Documents may be obtained through the office of Assistant Director of Physical Plant, Arnold Jackson. Bidders are cautioned that acquisition of Bidding Documents through any source other than through the office of the Physical Plant is not advisable. Acquisition of Bidding Documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base a bid.

Contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of thirty-five days after time has been called on the date of opening except in accordance with the provisions of Georgia law. Bids must be accompanied by a Bid Bond made payable to the Owner in an amount equal to not less than five percent of the Bid. Both a performance bond and a payment bond will be required, each in an amount equal to 100 percent of the Contract Sum prior to execution of contract, where Contract Sum is greater than or equal to forty thousand dollars (\$40,000.00).

The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the rights in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget. The Owner anticipates that the contract will be awarded to the responsive and responsible bidder who provides the lowest bid within the budget. In judging whether the bidder is responsible, the Owner will consider, but is not limited to, the following:

- Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.
- Whether the bidder and its subcontractors are properly licensed as required by the State of Georgia.

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 rejecting all bids, reserves the right either to supplement the budget or to negotiate with the lowest responsive and responsible bidder (after all deductive alternates are taken) but 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 supplemented.

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

BY: ARNOLD JACKSON, ASST. DIRECTOR OF PHYSICAL PLANT

**BID REQUIREMENTS****INSTRUCTIONS TO BIDDERS**

1. **Basis of Contract.** Contract, if awarded, will be on a lump sum basis and will be substantially in accordance with the Contract shown on pages Contract – 1 to Contract – 3.
2. **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.
3. **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 (or, for qualified self insurers or group self insureds, a specific excess insurer providing statutory limits) 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.
4. **Bidding Documents.** The Bidding Documents comprise the Construction Documents, the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.
5. **Addenda.** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. No Addenda will be issued within five days of the date set for opening bids without an extension of the bid date. All such Addenda are part of the contract.
6. **Interpretations.** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Design Professional not later than six days prior to the date set for receipt of the bids. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in the form of Addenda to the plans and specifications and will be sent to all plan holders of record. Acknowledgement of receipt of such Addenda shall be listed in the Bid Form by the Contractor.
7. **Alternates.** Unless otherwise stipulated, all alternate bids are deductive. It is in the best interest of the public, and the intent of the Owner is, that the entire Project be constructed within the funds allocated in the Project budget. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary.
8. **Sales Tax.** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.
9. **Trade Names, Specifications.**
  - (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 that 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 at least ten days prior to the date set for the opening of bids (see 9(b) below). This provision applies only to the party making a submittal prior to bid. If approved by Design Professional, the Design Professional will issue an addendum to all bidders. This provision does not prevent the Owner from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.
  - (b) *Request for Approval of Substitute Product.* All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Design Professional in writing. For the Design



Professional to prepare an addendum properly, an application for approval of a substitute 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, that 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. The application to the Design Professional for approval of a proposed substitute 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.

(c) *Burden of Proof.* The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Design Professional will consider 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 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.

(d) *Issuance of Addenda.* If the Design Professional approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). 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. If a submittal is initially rejected by the Design Professional, but determined to be acceptable to Design Professional after a conference with the Owner, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) *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 six days prior to the date set for the opening of bids, time being of the essence.

**10. Employment of Georgia Citizens and Preference for Georgia Supplies, Materials, Equipment and Products and Georgia Forest Products.** Given that the Work provided for in this Contract is to be performed in Georgia, it is the wish of the Owner that supplies, materials, equipment, products and agricultural or forest products 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 nor to increase the cost of the Work; nor shall the fulfillment of this desire be asserted by the Design-Builder as an excuse for any noncompliance or omission to fulfill any obligation under the Contract.

**11. Trading with the State Statutes, Ethics.** By 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, which prohibit officials and employees of the state from engaging in certain transactions with the state and state agencies, and the Governor's Executive Orders governing ethics, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees); Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists); and O.C.G.A. Sections 21-5-70(5), 21-5-71 and 21-5-73, all as amended effective January 9, 2006 (requiring registration and disclosure filings by state agency vendor lobbyists), have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

**12. Compliance with Federal and State Work Authorization and Immigration Laws.** The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.* Contractor certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603

and the Georgia Security and Immigration Compliance Act. Contractor further certifies that it shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract. Contractor shall provide the Owner with notice of the identity of any and all subcontractors or consultants within five days of entering into the subcontract. The notice shall include an affidavit from the subcontractor or attesting to the subcontractor or consultant's name, address, user identification number, date of authorization to use the federal work authorization program and certification that the subcontractor or consultant shall verify the information of all newly hired employees.

**13. Owner's Policy Statement.** The policy of the Owner is that minority business enterprises shall have the maximum opportunity to participate in the Owner's purchasing process. The Owner encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. In addition, Georgia law provides a state income tax credit available to any business that subcontracts with a minority-owned business. [See O.C.G.A. §48-7-38 and O.C.G.A. §50-5-130. See also Executive Order of the Governor No. A-11-0002-1992.] For more information, please contact the Board of Regents' Office of Business Development by e-mail at [BusinessDevelopment@usg.edu](mailto:BusinessDevelopment@usg.edu). Any questions regarding statements contained hereunder should be directed to The Governor's Small Business Center (<http://www2.state.ga.us/departments/doas/gsbcc/index.html>; phone 404.656.6315 or 1.800.395.0053).

**14. Bids.**

(a) *Bid Opening.* Bids will be opened and announced as stated in the Invitation to Bid.

(b) *Bid Submission.* All bids must be submitted on the Bid Form as attached hereto and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to Owner should be filled. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected *unless* the Owner rules the irregularity to be an informality or technicality that the director can waive, as is made clear in Article 15 of the "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.

(c) *Bid Security.* Bids must be accompanied by a Bid Bond made payable to the Owner 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, but shall be substantially in accordance with the Bid Security Form attached hereto.

(d) *Delivery of Bids.* Bids are to be addressed to the Owner, at the address and room number shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and identified with the words "Bid for Construction." Bids must be placed in the hands of the Owner at the specified location by not later than the hour and date named in the Invitation to Bid. After that time, no bids may be received.

(e) *Alternates.* A bid must be submitted for all alternates. Failure to so may render the bid nonresponsive and be sufficient cause for rejection of a bid.

(f) *Withdrawal of Bids.* 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 thirty-five 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.

**15. Contract Award.** Award shall be made on a lump sum basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of thirty-five days after time has been called on the date of opening except in accordance with the provisions of law.

**16. Owner's Rights Concerning Award.** The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

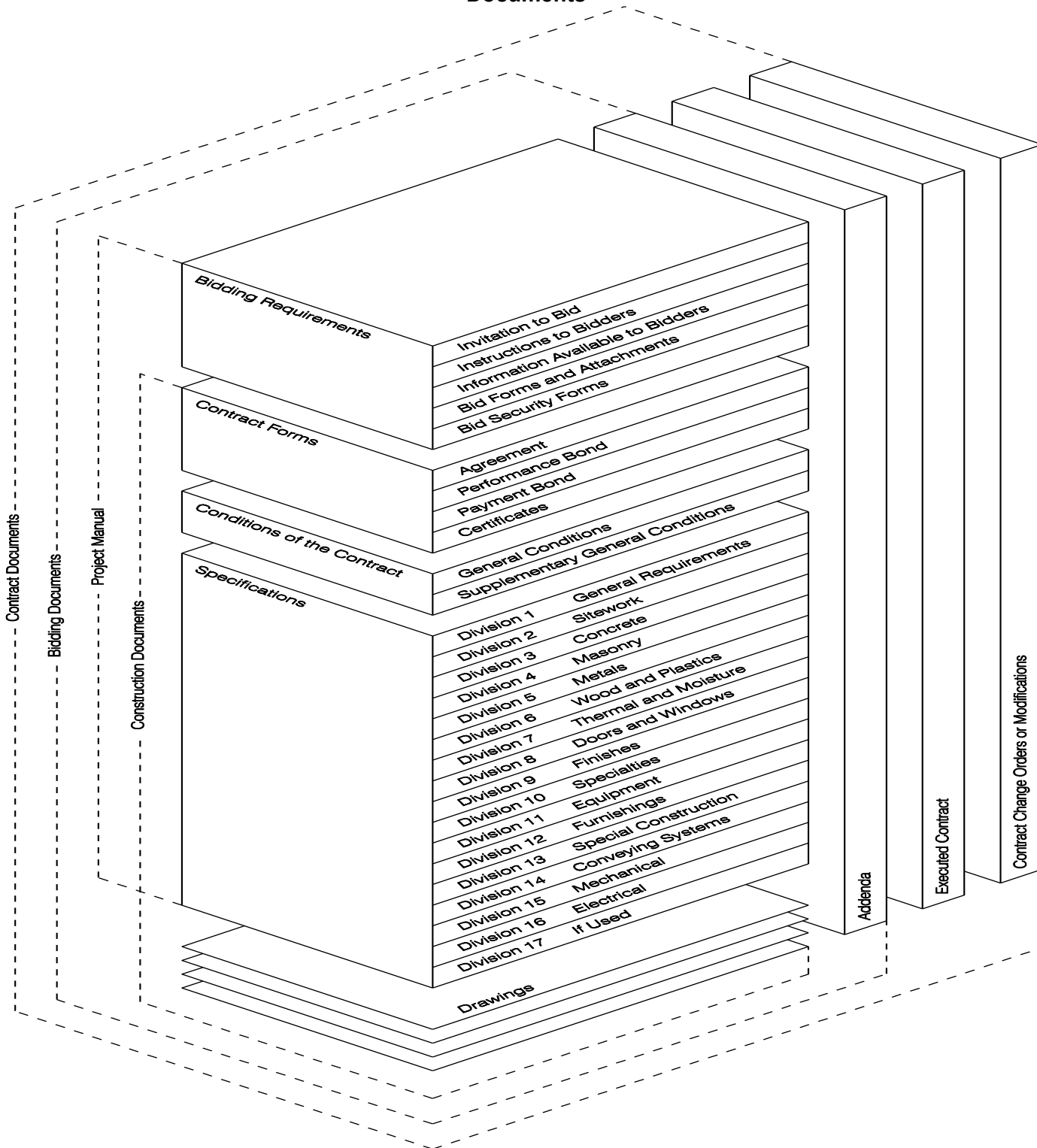
- (a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- (b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- (e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

17. **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 either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) 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.

18. **Contract Forms.** The contract forms, including the payment and performance bonds, shall be as set forth in the General Conditions, Section 7 – Forms.

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### Organization and Classification of Contract Documents



**BID REQUIREMENTS**

**BID FORM**

To: OWNER Arnold Jackson, Asst. Director of Plant Operations  
SAVANNAH STATE UNIVERSITY

Re: **SSU HUBERT D ELEVATOR** – Project No. SSU-1304

Bid Date: \_\_\_\_\_

**THE BID:**

**Bid.** Having carefully examined the Specifications entitled PROJECT NO. SSU-1304, and the Bidding Documents and Addendum No.(s) \_\_\_\_\_, as well as the Site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the sum of:

BASE BID : \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

which sum is hereinafter called the Bid. The Bid shall be the amount of the Contract Sum executed between the Owner and the Contractor unless Alternates are accepted.

**Errors or Revisions.** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this proposal form or on the bid envelope with sufficient clarity to be easily understood. All such annotations shall be binding on the bidder.

**No Withdrawal.** For and in consideration of the sum of \$10.00, the receipt of which is hereby acknowledged, bidder and Owner agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of thirty-five days following the time set for the opening of bids.

**Execution of the Contract.** If bidder is notified in writing by statutory mail of the acceptance of this bid within thirty-five days after time set for the opening of bids, bidder agrees to execute within ten days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

**Commencement and Completion of Work.** Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Upon issuance of a Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to complete to Material Completion all work in **135** consecutive calendar days beginning the day after the date of the Proceed Order.

**Bid Bond.** Enclosed herewith is a fully complete Bid Bond (*NO OTHER FORM IS ACCEPTABLE*) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (being not less than five percent of the Bid). Bidder agrees that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by bidder's failure to execute the Contract or to furnish the Performance and Payment Bonds should bidder's bid be accepted.

**Obligation of Bid Bond.** If this bid is accepted within thirty-five days after the date set for the opening of bids and bidder fails to execute the Contract within ten days after Notice of Successful Bid, or if bidder fails to furnish both Performance and Payment Bonds, the obligation of the Bid Bond 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, the obligations of the Bid Bond will be null and void.

**Bidder Certification**

**Certification under Oath.** 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 bid on its behalf; and further, that I am a principal person of the bidder with management responsibility for the construction for the bidder, and as such I am personally knowledgeable of all its pertinent matters. I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. I further certify that the Bidder is registered with, authorized to use, is using and will continue to use, the federal work authorization program throughout the term of the contract, and holds the following authorization:

User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_ ; and

I further certify that Bidder and its principals understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid.

**Contractors License:** Type: \_\_\_\_\_ License No. \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature (BLUE INK PLEASE)

\_\_\_\_\_  
Printed Name Title

Sworn to and subscribed before me this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.**

**STATEMENT OF BIDDER'S QUALIFICATIONS:  
(To be subscribed and sworn to before a notary public.)**

The bidder submits the following statement of bidder's qualifications for consideration by the Owner.

**Bidder's Name:** \_\_\_\_\_  
LEGAL NAME OF BUSINESS

**Bidder's Address:** \_\_\_\_\_  
LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

\_\_\_\_\_

CITY STATE ZIP

\_\_\_\_\_

MAILING ADDRESS IF DIFFERENT FROM ABOVE

**Telephone Number:** \_\_\_\_\_

AREA CODE NUMBER

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

(1) \_\_\_\_\_  
Circle One: President Partner Owner Other

(2) \_\_\_\_\_  
Circle One: Vice President Secretary Partner Other

(3) \_\_\_\_\_  
Circle One: Vice President Secretary Partner Other

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

**Social Security Number or FEIN:** \_\_\_\_\_

**Georgia Contractors License Type and Number:** \_\_\_\_\_

**State Where Organized or Incorporated:** \_\_\_\_\_

**Plan of Organization:** (Circle One) Proprietorship Corporation Partnership Joint Venture Other (Describe)

**Years Engaged in Construction Contracting in Present Firm Organization:** \_\_\_\_\_ years.

**Bidder Hereby Certifies that bidder:**

- a. Has never refused to sign a contract at the original bid on a public works contract except as allowed under Georgia law.
- b. Has never been terminated for cause on a public works contract.
- c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.
- d. Is not and its organization or its principals are not debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.
- e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.
- f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.
- g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraphs a through g:

Four horizontal lines for providing remarks or explanations.

**Bidder Certification**

**Certification under Oath.** 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 Statement of Bidder's Qualifications is true and correct, including any explanation above and submitted under oath.

BY: \_\_\_\_\_  
Authorized Signature (BLUE INK PLEASE)  
\_\_\_\_\_  
Printed Name Title

Sworn to and subscribed before me this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
(SEAL)

**NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.**

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

PLEASE INDICATE BELOW WHICH OF THE FOLLOWING DESCRIPTIONS APPLY TO YOUR COMPANY:

\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE) – One of the following statements describes this business: **a)** Owned 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 a person who is a member of a race that comprises less than fifty percent of the total population of the State of Georgia. For recordkeeping purposes, this includes, but is not limited to, persons who are Black, Hispanic, Asian-Pacific American, Native American, or Asian-Indian American.

\_\_\_\_ GEORGIA MINORITY BUSINESS ENTERPRISE (GMBE) – Business meets the definition of a minority-owned business and, in addition, meets the following criteria: **a)** was organized in the State of Georgia; or **b)** reports income from the business for Georgia Income Tax purposes; or **c)** minority stockholders report earnings for Georgia Minority Business Enterprise. For more information, please contact the Board of Regents' Office of Business Development by e-mail at [BusinessDevelopment@usg.edu](mailto:BusinessDevelopment@usg.edu).

\_\_\_\_ NEITHER DESCRIPTION APPLIES TO YOUR COMPANY.



**BID REQUIREMENTS**

**BID SECURITY FORM**

NOTE TO CONTRACTOR: Use of Surety's standard Bid Bond form is acceptable as long as it substantially complies with the following:

KNOW ALL BY THESE PRESENTS, That we, {Insert Contractor's Legal Name and Address} as Principal, hereinafter called the Principal, and {Insert Legal Name and Address of Surety}, a corporation duly organized under the laws of the State of {Insert State of Corporate Organization}, as Surety, hereinafter called the Surety, are held and firmly bound unto:

OWNER: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

as Obligee, hereinafter called the Obligee in the sum of \_\_\_\_\_ (Not less than five percent of the Bid) Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_;  
{Insert Owner's Project Number and Project Description}

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Name of Contractor: \_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

Name of Surety: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal) (\*)

(\*) Attach Power of Attorney