

***SPECIMEN – SUBJECT TO LEGAL REVIEW***

**CONSTRUCTION CONTRACT  
BY AND BETWEEN THE  
GEORGIA BUILDING AUTHORITY  
AND  
{VENDOR NAME}  
CONTRACT #**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the GEORGIA BUILDING AUTHORITY, an agency of the State of Georgia, (hereinafter, called the “Owner”), with a place of business at One Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 and {VENDOR NAME}, a corporation duly authorized by law to transact business in the State of Georgia (hereinafter, called the “Contractor”), whose mailing address is {Vendor Address}.

**WITNESSETH:**

**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; and

**WHEREAS**, the work to be performed by the Contractor shall fully comply with the bid requirements set forth in the bid titled “PROJECT NAME/TITLE”; and,

**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: {INSERT NAME OF PROJECT}, as prepared by: {INSERT 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 **{INSERT BID AMOUNT, WRITTEN AND NUMBERS}** 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 Requirements.
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 Requirements 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: **{INSERT NAME OF PROJECT}**

Dated: **{INSERT DATE ON PROJECT MANUAL}**

Addendum: **{INSERT ADDENDA NUMBER IF APPLICABLE}**

CONTRACT: This contract dated **{INSERT CONTRACT DATE}** by and between the parties written above.

**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:**                   **Georgia Building Authority**  
                                  **1 Martin Luther King, Jr. Drive**  
                                  **Atlanta, Georgia 30334**  
                                  **Attention:**

**DESIGN PROFESSIONAL:** **{Insert Name of Firm}**  
                                  **{Insert Mailing Address}**  
                                  **{Insert City, State, Zip}**  
                                  **Attention:**

8. The agreed daily amount for Liquidated Damages is: **\$0.00** per day.
9. The Owner and the Contractor hereby agree to the full performance of the conditions and stipulations contained herein.
10. 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. 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. 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. 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. 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. 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. **IMMIGRATION REFORM COMPLIANCE.** “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. 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. 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

**GEORGIA BUILDING AUTHORITY**

**{CONTRACTOR}**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)