

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 **Board of Regents of the University System of Georgia for the use and benefit of the University of Georgia, Using Agency** (public employer) has registered with, is authorized to use and uses 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 (Month/Date/Year): _____

Name of Contractor:

Name of Project:

Project and Requisition Numbers:

Name of Public Employer: Board of Regents of the University System of Georgia for the use and benefit of the University of Georgia, Using Agency

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

Executed on (date): _____ City: _____ State: _____

Signature of Authorized Officer or Agent: _____

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: _____



Facilities Management Division

UNIVERSITY OF GEORGIA

UGA DESIGN & CONSTRUCTION SPECIAL CONDITIONS

(For Design-Bid-Build; Design/Build; Construction Manager at Risk)

Project Name:

Project Number:

1. The term Contractor means General Contractor, Construction Manager, or Design-Builder.
2. UGA Design & Construction Supplemental General Requirements and Standards: The Design Professional and Contractor shall comply with the requirements set forth in the "UGA DESIGN & CONSTRUCTION SUPPLEMENTAL GENERAL REQUIREMENTS & STANDARDS" dated April 30, 2020 and available at www.architects.uga.edu/standards.
3. Georgia State Finance and Investment Commission (GSFIC) Administered Projects: For Projects in which the Design Professional and / or Contractor Contracts are administered GSFIC, the Georgia State Construction Manual (SCM), latest edition, shall apply to the Project. If there are any conflicts between the SCM and the UGA Design & Construction Special Conditions, the SCM shall supersede the UGA Design & Construction Special Conditions.
4. Normal Working Times: It is customary that all work under this contract be performed on normal working days. Normal working days are defined as Monday through Friday from **7:00 AM until 5:30 PM** excluding Georgia State holidays. Work during other than normal times to include weekends, holidays and after-hours shall be coordinated with and subject to approval by the Owner. A minimum of 72-hour notice is required for the Owner to make all necessary arrangements and such work shall be scheduled at the convenience of the Owner.
5. Construction Restrictions:
 - A. Existing Facilities: The work to be performed under this contract is located within the University of Georgia's (UGA) main campus area. Existing UGA facilities to include, but not limited to **ALL CAMPUS FACILITIES** will be occupied during the life of this contract. The Contractor shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these facilities.
 - B. Bus Operations: University of Georgia (UGA) bus system operates routes along **ALL CAMPUS STREETS**. The Athens-Clarke County (ACC) bus system operates routes along **ALL CAMPUS STREETS**. The Contractor shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these bus routes.
 - C. Pedestrian Walkway: The Contractor is advised and cautioned that the **ALL CAMPUS SIDEWALKS** are major pedestrian corridors. The Contractor shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and movement along this pedestrian corridor. The Contractor shall clearly designate walkways and provide protective measures to ensure the safe movement of pedestrians around the construction site.
 - D. Railroad: The construction limits of this work are directly adjacent to and bordered by the Railroad Right-of-Way. This is an active line with potential rail movements at unscheduled times. The Contractor shall NOT encroach upon nor interfere with the railroad right-of-way and operations at any time without coordination with and express written permission from the Owner.
 - E. Residence Hall Noise Control: Beginning **WITH THE FIRST DAY OF THE SEMESTER, ALL/MOST CAMPUS RESIDENCE HALLS** shall be occupied. Effective **THE FIRST DAY OF CONSTRUCTION**, the Contractor shall not begin work prior to 9:00 am and shall cease work prior to 7:00 pm (weekday & weekend). In the event this contract work extends into final exam week, all work shall be

suspended beginning with Reading Day through last day of Final Exams. (See UGA Master Schedule for exact dates).

- F. Other projects under construction in this area include, but are not limited to **CONSULT WITH UGA PROJECT SUPERINTENDENT**. Contractor shall coordinate and schedule his work NOT to interfere with these projects.
- 6. Hazardous Materials:
 - A. General: Any statement contained herein regarding the presence of hazardous materials (such as asbestos, lead based paint, Polychlorinated Biphenyls (PCBs) etc.) or absence of hazardous containing materials is based on the best current information in the Owner's possession. Since asbestos and lead based paint were commonly used in construction materials, asbestos-containing, lead based paint containing materials or other hazardous materials may be encountered during the execution of work under this contract. The Contractor shall exercise extreme care when demolishing, repairing or otherwise disturbing existing work. The Contractor shall cease work immediately if suspected hazardous containing materials are encountered in the work, and notify the Owner in writing of each incident. The Owner shall cooperate with the Contractor, and shall perform all requisite testing to confirm the presence or absence of hazardous containing materials for each reported incident. However, the Owner cannot guarantee that the site of the work included under this contract is completely free from hazardous materials. (See General Requirements 1.6.1).
 - B. Survey: A pre-construction hazardous materials survey WAS / **WAS NOT** conducted. A copy of the report may be obtained from the Owner's Representative. The following is a brief summary of the report: **NOT APPLICABLE**
- 7. Work on Public Streets & Roads: Any work or activity on **ALL CAMPUS STREETS** that interferes with traffic movement to include, but not limited to, borings, pavement cuts, open trenches, pavement patches, re-surfacing, street closings, detours and one-way traffic shall be coordinated with the local Public Works Department and the Owner at least five working days hours in advance. The Contractor shall be solely responsible for obtaining necessary permits from the local Public Works Department to include completing forms and paying all fees.
- 8. Job Site Office:

The Contractor shall provide and maintain, at his own expense during progress of the Work, a weather-tight temporary office at the site of the work.

OR

For the purposes of this contract, the Superintendent's vehicle and a mobile phone will be sufficient as the 'Job Site Office'.

At least one copy of the following documents shall be kept in the job site office:

Original Contract Specifications; Drawings; and Addenda; Approved Change Orders; Component Change Orders (if applicable); Guaranteed Maximum Price Change Order (if applicable); Approved Shop Drawings and Submittals

The above documents shall be maintained in a legible condition and stored in a systematic fashion. Notation shall be made in red ink on one set of drawings and specifications calling attention to alterations made by addenda and change orders.

9. _____ No hot work permit is required to complete the Work.

or

_____ Hot work permit is required as part of the addition or renovation. The total value of the building and contents in the contract is

The umbrella coverage shall be increased to: _____ per occurrence
and to: _____ aggregate.

[Note to Project Managers that new free standing construction doesn't require hot work permit]

10. The Contractor shall comply with all laws, rules, regulations, ordinances, Board of Regents or University of Georgia policies and orders of any government agency having jurisdiction in the performance of the work.

- A. Contractor failure to comply with applicable federal, state, and local laws, regulations, ordinances, and Board of Regents or University of Georgia policies when performing within the scope of the Contract shall constitute cause for the University of Georgia to declare the Contractor in default of its obligations under the Contract and subject to immediate termination.
- B. Contractor is defined as, but not limited to: Design Professional, Consultant, Vendor, and its employees/agents including subcontractors.