#### DESIGN-BID-BUILD

#### CONSTRUCTION CONTRACT

#### BETWEEN CONTRACTOR AND OWNER

**TO BE USED WITH**

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA’S**

**DESIGN PROFESSIONAL (ARCHITECTURAL) CONTRACT**

#### BETWEEN

#### LEGAL GC Firm Name

#### (CONTRACTOR)

#### AND

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

**(OWNER)**

**For the Use and Benefit of:**

**Institution Name**

**Using Agency (Institution)**

**PROJECT NO**. **Project Number and Description**

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## CONSTRUCTION CONTRACT

BETWEEN CONTRACTOR AND OWNER

 **THIS CONSTRUCTION CONTRACT** (hereinafter the “Contract”) made this **Date** day of **Month, Year**  (hereinafter the “Effective Date”), by and between the **Board of Regents of the University System of Georgia** (hereinafter the “Owner”), for the use and benefit of **Institution Name** (hereinafter the “Using Agency” or “Institution”) **LEGAL GC Firm Name** , (hereinafter the “General Contractor” / “Contractor”), whose address is MUST be a physical address. NO P.O. Boxes.; Phone: XXX-XXX-XXXX; Fax XXX-XXX-XXXX

1. **Contractor’s FEIN or Tax Identification Number:**
2. **Contractor’s Georgia License Type and Number:**
3. **Contractor’s Federal Employment Verification Certification:**

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

User Identification Number:

Date of Authorization: **Date**

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

**Project No. Project Number**

**Project Name and Description:** **Project Name and Description** (hereinafter the “Project.”)

**1. Existing Documents.** The Contractor has reviewed and taken into consideration the Bidding Documents in preparing his bid.

**2. The Contract Sum:** The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided by approved change orders, in current funds, the Contract Sum as follows, base bid less Deductive Alternate 1:

 **and /100 Dollars ($       )**

**3**. The Material Completion and Occupancy Date shall be achieved within **Days** consecutive calendar days beginning the date specified in the Proceed Order. ***(Or by a date certain – be specific as to what was represented in the Bid Documents – REMOVE THIS STATEMENT PRIOR TO FINALIZING THE CONTRACT!)***

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

**5**. **The agreed daily amount for Time Dependent Overhead Costs is:** $  per day.

**6. Notice**. All notices in accordance with Section 1.1.5 shall be given to the following addresses:

**CONTRACTOR**: LEGAL GC Firm Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: CM-POC, Title

 Phone Number: CM-POC Phone

 Facsimile Number: CM-POC Fax

 Email: CM-POC Email address

**OWNER:** Board of Regents of the University System of Georgia

270 Washington Street, SW, 6th Floor

Atlanta, Georgia 30334

Attention: Jim James, Vice Chancellor for Facilities

Phone Number: 404-962-3155

Facsimile Number: 404-962-3188

**OWNER’S REPRESENTATIVE:** Board of Regents of the University System of Georgia

 270 Washington Street, SW, 6th Floor

 Atlanta, Georgia 30334

 Attention:

 Phone Number: BOR-PM Phone

 Facsimile Number: 404-962-3188

 Email:

**USING AGENCY (Institution):** Institution Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: Project POC, Title

 Phone Number: Project POC Phone

 Facsimile Number: Project POC Fax

 Email: Project POC Email Address

**DESIGN PROFESSIONAL**: LEGAL DP Firm Name

 Physical Address, NO P.O. Boxes

 City, State Zip

 Attention: DP-POC, Title

 Phone Number: DP-POC Phone

 Facsimile Number: DP-POC Fax

 Email: DP-POC Email Address

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

### 8. Schedule and Completion: The Pre-commencement Phase Services to be performed under this Contract shall commence upon the Effective Date of the Contract and be completed within 60 days thereafter. Activities on the Site shall commence on the date specified in the Proceed Order and shall be materially complete in accordance with established Milestones, and not later than the Material Completion and Occupancy Date.

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

**10. Payment for Material Completion:** The Contractor may request payment of the remaining contract balance, including retainage, less amounts credited the Owner or incurred as liquidated damages, and less amounts withheld for the Punchlist by reason of Minor Items or Permitted Incomplete Work (See Paragraph 6.5.3.2). Payment for Material Completion shall be made by a check payable jointly to the Contractor and Surety and shall be mailed to the Surety.

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

### 12. The Contract Documents: This Contract, together with the Bidding Documents and the Bid, shall constitute the Contract Documents for the Project.

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

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

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

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

**17. Transactions With State Officials, Ethics**: The parties hereto certify that the provisions of law contained in the Act prohibiting full-time appointive officials and employees of the State from engaging in certain transactions affecting the State as defined in O.C.G.A. §§45-10-20–26 and the Governor’s Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

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

**19. No Waiver**: The failure of the Owner at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Owner thereafter to enforce any provision or any part of the Contract, nor shall the failure of the Owner to enforce any breach of any provision hereof to be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

**20.** **Boycott of Israel.** The Contractor certifies that it is not currently, nor will it engage in during the duration of this contract, a boycott of Israel as defined in the Official Code of Georgia (O.C.G.A. 50-5-85).

**21. Full Agreement.** The Contract Documents supersede all prior negotiations, discussion, statements, and agreements between Owner and Contractor and constitute the full, complete, and entire agreement between Owner and Contractor. There can be no changes to this Contract by oral means, nor by course of conduct of the parties, nor by custom of the trade. No changes to this Contract will be binding on either party hereto unless such change is properly authorized, in writing, in accordance with Section 3, Part 2 of the General Conditions.

[Remainder of Page Intentionally Left Blank]

[Signatures Begin on Next Page]

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

**LEGAL GC Firm Name**

**Contractor**

**ATTEST:**

\_ (L.S.) **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (L.S.)

 , Secretary , President

(SEAL, Over Signature)

(If not a corporation, signature must be notarized.)

**APPROVED: USING AGENCY**

**By:**

 Print Name and Title

 **Institution Name**

**Witness:**

 (Print Name / Title)

**BOARD OF REGENTS OF THE UNIVERSITY**

**SYSTEM OF GEORGIA, OWNER**

**By:** (L.S.)

 Sharon Ferguson Pope

 Assistant Vice Chancellor

 for Design and Construction

**Witness:**

 Teresa Corso

 Director of Contracts & Services

Attachments:

1. General Conditions and Forms
2. Supplementary General Conditions

BID REQUIREMENTS

**INVITATION TO BID**

The Owner will receive sealed bids from Contractors in Room #     , Insert PHYSICAL Address of Bid Opening (Address). Bids must be physically on the table in the Bid Room by Specific Time o’clock, at the time legally prevailing in Atlanta, Georgia on Month Day, Year, for the construction of Insert Project Number and Description*,* located in Insert Institution Name and City, Georgia. At the time and place noted above, the bids will be publicly opened and announced.

Bidding Documents may be obtained at the office of the Design Professional, Insert DP Firm Name*,* Phone: Insert DP Phone*.* Applications for documents, together with deposit of $       per set, should be filed promptly with the Design Professional.

Bidders are cautioned that acquisition of Bidding Documents through any source other than the office of the Design Professional 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.

**NOTE TO DESIGN PROFESSIONAL**

***{If pre-bid conference is scheduled and is mandatory, the following paragraph will be added to the Invitation to Bid.}***

There will be a *pre-bid* conference held on **{date and time of *pre-bid* conference}**, at **{location of *pre-bid* conference inserted here}**. Attendance at this conference is **MANDATORY** for any Contractor intending to bid on this project. Others may attend if they so desire.

**NOTE TO DESIGN PROFESSIONAL**

***{If the contract requires prequalification of the Contractors, the following paragraph will be added to the Invitation to Bid}***

Bidders' attention is called to the Supplementary General Conditions, which establishes minimum qualifications for Contractors bidding this project. The Statement of Qualifications specified shall be submitted in writing to the Owner as required in the Supplementary General Conditions. Bids will not be accepted from Contractors failing to meet the qualifications established or from Contractors failing to submit the required documentation of qualifications. A listing of qualified bidders will be published and distributed to plan holders of record on or before **{date inserted here}**. All protests of decisions regarding qualifications must be submitted in writing to the Owner by not later than three working days thereafter.

The Design Professional will send the Bidding Documents, shipping charges collect, as soon as possible after receipt of application and deposit. The full amount of the deposit for one set of Bidding Documents will be refunded upon return of such set in good condition within thirty days after opening of bids. One-half of all other deposits for additional sets of Bidding Documents will be refunded upon return of these additional documents, complete and in good condition, within thirty days after opening of bids. "Good condition" is defined to require that documents will not have been taken apart or marked in a manner that limits their re-use for construction.

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.

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.

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: JIM JAMES, VICE CHANCELLOR FOR FACILITIES

**NOTE – If within campus delegated authority, replace VC James’ name with the campus’ project procurement entity.**

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 – 4.

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 Use of Georgia Products.** The work provided for in this Contract is to be performed in Georgia. It is the desire 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.

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, 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. **Georgia Security and Immigration Compliance Act Requirements.** No bid will be considered unless the Contractor certifies its compliance with the Immigration reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security Immigration Compliance Act OCGA 13-10-91 *et seq.* The Contractor shall execute the Georgia Security and Immigration Compliance Act Affidavit, as found in Section 7 of the Construction Contract. Contractor also agrees that it will execute any affidavits required by the rules and regulations issued by the Georgia Department of Audits and Accounts. If the Contractor is the successful bidder, contractor warrants that it will include a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

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](file:///%5C%5CBortw-s010.atl.bor.usg.edu%5Ceaf%5CFPM%5C_Legal%5CContract%20Documents%5CDBB%5CGC%5CBusinessDevelopment%40usg.edu). Any questions regarding statements contained hereunder should be directed to {Name, Address, and Telephone Number of Designee, as described in the box below}.

**NOTE TO DESIGN PROFESSIONAL**

By Executive Order of the Governor, all state agencies, authorities, commissions, and institutions shall have appointed a designee to act as a liaison between their organization and minority vendors to provide one-on-one assistance and to ensure that bid information is widely and appropriately disseminated. The name, address, and telephone number of this person is to be posted on all Bidding Documents.

The Governor's Small Business Center (<http://www2.state.ga.us/departments/doas/gsbc/index.html>; phone 404.656.6315 or 1.800.395.0053) is charged with assisting in these matters.

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 Paragraph 16 of these “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. It is the sole responsibility of the bidder to ensure the delivery of the bids to the required address.

(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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BID REQUIREMENTS

**BID FORM**

To: OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Re: Project Name and No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Date:

**THE BID:**

**Bid.** Having carefully examined the Specifications entitled {DESIGN PROFESSIONAL insert Project name and number}, the Bidding Documents, Drawings: {DESIGN PROFESSIONAL insert sheet numbers and revision dates here. i.e.,: A1, A2, G3 dated August 1, 2016}, 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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.

**Alternates.** We further propose that, should any of the following alternates be accepted and be incorporated in the Contract, the Bid will be altered in each case as follows:

**NOTE TO DESIGN PROFESSIONAL**: Insert**:**

**NO ALTERNATES**

(If there are no alternates)

OR (for example, if there are alternates)

**Alternate No. 1** – Delete prime coat, asphalt base course, tack coat and asphalt surface courses as specified in Section 02513 – Asphaltic Concrete Paving, and all areas indicated to receive "Asphalt Paving" and "Asphalt Paving – Heavy Duty.” Do not delete preparation of subgrade to receive asphaltic concrete paving.

Deduct the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

**Alternate No. 2** – Delete perimeter fence lighting including light fixtures, poles, underground branch circuits and branch circuit breakers, 44 total.

Deduct the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

[Design Professional is cautioned not to set alternates that are subsets of other alternates, rendering it impossible to accept any or all alternates in numerical sequence.]

**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 **DESIGN PROFESSIONAL insert the number of days for completion of the Project**consecutive calendar days **(remove consecutive calendar days if it is a date certain)** beginning the day after the date of the Proceed Order.

**Bid Bond.** Enclosed herewith is a Bid Bond *(NO OTHER FORM 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. 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.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized *Signature (BLUE INK)*

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

 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 (NO P.O. BOX, ***MUST*** BE PHYSICAL ADDRESS)

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

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:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor’s Georgia License Type and Number:**

**Contractor’s Federal Employment Verification Certification: *(Must include completed Contractor Affidavit as found in Section 7 of the Contract)***

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:

**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:**

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

**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](file:///%5C%5CBortw-s010.atl.bor.usg.edu%5Ceaf%5CFPM%5C_Legal%5CContract%20Documents%5CDBB%5CGC%5CBusinessDevelopment%40usg.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

**SECTION 7 – FORMS**

**FORMS INDEX:**

Performance Bond

Payment Bond

Georgia Security and Immigration Compliance Act Affidavit(s)

Non-Influence Affidavit

Statutory Affidavit

Five Year Bond on Roofs and Walls

Specimen Certificate of Manufacturer

Certificate of Insurance

Bond to Discharge Claim

Change Order Forms

Application for Payment Form

Subcontractor Retainage Release Certificate

Final Certification of Costs

**PERFORMANCE BOND**

**Bond No.**

**Project No. Project Number**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as principal (hereinafter referred to

 (Legal Name and Address of the Contractor)

as "Contractor"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as surety (hereinafter referred to

 (Legal Title and Address of Surety)

as "Surety"), are held and firmly bound unto the Board of Regents of the University System of Georgia as Obligee (hereinafter referred to as "Owner") in the amount of  **and No/100 Dollars ($       .00),** 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 **Month, Day, Year** for: **Project Number and Description**, **Institution Name**, **City, State** in accordance with drawings and specifications prepared by: **LEGAL DP Firm Name** 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 cost, 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, or the exercise of the Owner’s right to do work pursuant to Articles 1.3.7, 1.7.8, or 5.3.5, or Paragraphs 3.4.1.4 or 5.3.2.3, shall in any way 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. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Article 1.5.1, including Paragraph 1.5.1.3 for increases in the penal amount of this bond, and waives notice from the Owner of any such changes.

(2) If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract and the Owner has terminated the Contractor’s right to complete the Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. If Surety chooses to investigate, Owner shall cooperate with the Surety in its investigation and shall make all public project records available for inspection by Surety at no cost to Owner. 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 such a declaration of default, of the Surety's election to either 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 or 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 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) 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.

(4) 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.

(5) For the purposes of this bond, the name and address of the **responsible official of the Surety’s claims department**, to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 NAME

 TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS

 CITY STATE ZIP CODE

 TELEPHONE

(6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 13-10-2, 13-10-20 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and Article 1.5.1 of the Contract.

(7) No action can be instituted on this bond after one year from the date of Final Completion as determined pursuant to Article 6.2.2.

SIGNED AND SEALED THIS \_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: (NAME OF Contractor)

 By

 Secretary(\*) President

(SURETY) (\*)(\*)

(TITLE)

(\*) Please apply seal of Corporation over Secretary’s Signature.

(\*)(\*) Please apply seal of Surety and arrange for countersignature by a “Georgia Licensed Agent” of Surety pursuant to O.C.G.A. §33-23-5. Kindly show title of the aforesaid agent as “Georgia Licensed Agent.”

(\*) Attach Power of Attorney

**PAYMENT BOND**

**Bond No.**

**Project No. Project Number**

KNOW ALL MEN BY THESE PRESENTS:

That\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal (hereinafter referred to as the

 *(Legal Title and Address of the Contractor)*

"Principal") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety (hereinafter referred

 *( Legal Name and Address of the Surety)*

to as "Surety"), are held and firmly bound unto the Board of Regents of the University System of Georgia 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 Owner dated **Month, Day, Year**for **Project Number and Description**, **Institution Name**, **City, State** in accordance with the drawings and specifications prepared by: **LEGAL DP Firm Name** which 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, 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, or the exercise of the Owner’s right to do work pursuant to Articles 1.3.7,1.7.8 or 5.3.5 or Paragraphs 3.4.1.4 or 5.3.2.3, shall in any way 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. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Article 1.5.1, including Paragraph 1.5.1.3, for increases in the penal amount of this bond and waives notice from the Owner of any such changes.

(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 (90) 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 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 (a) given written notice to said Contractor within ninety (90) 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; and (b) if the Contractor has filed a Notice of Commencement in accordance with the requirements of O.C.G.A. §13-10-62 and Articles 4.3.2 of the contract, given to said contractor a written Notice to Contractor within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, materials, machinery or equipment, whichever is later, setting forth:

1. The name, address, and telephone number of the person providing labor, material, machinery, or equipment;
2. The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;
3. The name and the location of the public work; and
4. A description of the labor, material, machinery, or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery, or equipment to be provided or the amount claimed to be due, if any.

 It is provided further that nothing contained herein shall limit the right of action to said 90‑day period. Notice may be served by the depositing of a notice, certified mail, postage paid, 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 by statutory mail pursuant to O.C.G.A. §9-10-12 or 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 Owner being made a party thereof. The official who has custody of said bond is authorized and directed to furnish, to any person making application thereof who submits an affidavit that he has supplied labor or materials for such work and payment therefore 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 and contract shall be admitted in evidence without further proof. Applicants shall pay for such certified statements and such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fixed fee exceed the fees that the clerks of the superior courts are permitted to charge for similar copies.

(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) For the purposes of this bond, the name and address of the **responsible official of the Surety’s claims department**, to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 NAME

 TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS

 CITY STATE ZIP CODE

 TELEPHONE

(6) Further, this bond shall be the Payment Bond furnished under O.C.G.A. §§ 13-10-1, 13-10-60 *et seq.* and shall be subject to increase in the penal amount of the bond pursuant to such statutes and Article 1.5.1 of the Contract.

(7) No action can be instituted on this bond after one year from the date of Final Completion as determined pursuant to Article 6.2.2.

SIGNED AND SEALED THIS \_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: (NAME OF Contractor)

 By

 Secretary(\*) President

(SURETY) (\*)(\*)

(TITLE)

(\*) Please apply seal of Corporation over Secretary’s Signature.

(\*)(\*) Please apply seal of Surety and arrange for countersignature by a “Georgia Licensed Agent” of Surety pursuant to O.C.G.A. §33-23-5. Kindly show title of the aforesaid agent as “Georgia Licensed Agent.”

(\*) Attach Power of Attorney

**Georgia Security and Immigration Compliance Act Affidavit(s)**

“Contractor” in the following Affidavits shall mean “General Contractor”/”Contractor” for the purpose of compliance with O.C.G.A. § 13-10-91, (b).

For the purpose of completing the attached Affidavits, please insert the following:

* “Name of Public Employer” shall mean “Board of Regents of the University System of Georgia, Owner, for the use and benefit of **Institution Name**, Using Agency”
* “Name of Project” shall mean “Project No. **Project Number and Description**”

**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 **Institution Name**, 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Contractor

**Project Number and Description**

Name of Project

Board of Regents of the University System of Georgia

For the use and benefit of **Institution Name**

Name of Public Employer

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

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

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:

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

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

 By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of Board of Regents of the University System of Georgia for the use and benefit of **Institution Name**, 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Subcontractor

**Project Number and Description**

Name of Project

Board of Regents of the University System of Georgia

For the use and benefit of **Institution Name**

Name of Public Employer

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

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

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:

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

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

 By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of Board of Regents of the University System of Georgia for the use and benefit of **Institution Name**, 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Sub-subcontractor

**Project Number and Description**

Name of Project

Board of Regents of the University System of Georgia

For the use and benefit of **Institution Name**

Name of Public Employer

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

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

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:

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

## NON-INFLUENCE AFFIDAVIT

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

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

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

*(NAME OF CONTRACTOR)*

and 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (NAME OF CONTRACTOR)

and who, after being duly 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\_\_\_\_.

## 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 Subcontractors, Suppliers, Trade Contractors, mechanics, and laborers have been paid and satisfied in full, or will be paid and satisfied in full out of the proceeds of this payment as set forth in O.C.G.A. §13-10-80, 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 herein below:.......

**Instructions to Contractor- ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS**

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

(NAME OF PERSON SIGNING THE AFFIDAVIT)

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

 (NAME OF CONTRACTOR)

and who, after being duly 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\_\_\_\_.

## FIVE YEAR BOND ON ROOFS AND WALLS

**STATE OF GEORGIA**

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

###  Firmly Bound. Know all men by these presents, that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) as Principal, and (Name of Surety), as Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Insert Name of Owner)

Owner, in the sum of\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for the payment of which well and truly to be made and done, we bind ourselves, our executors and administrators, our successors and assigns, jointly and severally, by these presents.

###  Condition of Obligation. The condition of the above obligation is such that WHEREAS Contractor has entered into a Contract with Owner dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter date of contract), for construction of Project No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

###  Warranty. WHEREAS, the said Contractor warrants with respect to the said work that for a period of five years from the date of the execution of the final certificate of the Design Professional, the roofs of the building (or buildings) and roofs of passages, including but not limited to the roof envelope, including but not limited to the roof decking; deck sheathing; material used as a roof base or insulation over which roof is applied; roofing materials; promenade decks or any other work on the surface of the roof; flashing; base flashing; counter flashing; metal work, gravel stops; or roof expansion joints shall be absolutely watertight and free from all leaks. At no expense to the Owner, the Contractor will make repairs to any defects that may develop in the work including but not limited to: blisters, exposed felts, ridges, wrinkles, splits, warped insulation, and loose flashing, in a manner compatible to the system and acceptable under industry standards and in accordance with the construction specifications. The Contractor also warrants that for the same five-year period the walls of the building (or buildings) and building envelope, including but not limited to: vertical and/or horizontal expansion joints, below and/or above grade waterproofing, below and/or above grade damp-proofing, thru-wall flashing, damp course flashing and waterproofing of joints at openings in walls including but not limited to door perimeters, window perimeters, vents and pipe openings shall be absolutely watertight and free from all leaks, seepage or dampness, and that he shall, at no expense to the Owner, make repairs to any defects that may develop in the work in a manner compatible to the system and acceptable under industry standards and in accordance with the construction specifications, Provided, however: That the following are excluded from the warranty:

(a) Defects or failures resulting from abuse by the Owner, upon presentation of competent evidence of same by the Contractor.

(b) Defects in design that the said Contractor shall produce competent evidence of having had provided clear written notice in writing to the Owner prior to commencing installation of the Work, except, however, that the Contractor shall not be responsible, insofar as liability under this bond is concerned, for bringing to the attention of the Owner defects in design involving failure of only the following three structural elements:

(1) Structural Frame

(2) Load bearing walls

(3) Foundations

nor shall the Contractor be responsible for correction of leaks resulting from said failure.

(c) Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion upon presentation of competent evidence of same by the Contractor..

(d) The Contractor is not an insurer nor is he a guarantor of the design. Any other provisions of this bond to the contrary notwithstanding, the Contractor shall not be required to remedy any errors or omissions of design.

###  Leaks or Defects. WHEREAS the said Contractor agrees that should any leaks or defects occur in the roof envelope or wall envelope of the said (Name and Number of Project) the said Contractor will promptly remedy the said leaks or defects and pay for any damage to other work of said Project resulting therefrom, except, however, that when this instrument is executed by a Trade Contractor this Contract, shall, insofar as the Trade Contractor is concerned, extend only to the work executed by said Trade Contractor.

**Notice to Surety.** If the Contractor shall have been given notice to remedy leaks or defects pursuant to the Contract Documents and has been declared in default by the Owner and the Owner has terminated the Contractor’s right to complete the remedy, the Surety shall be notified in writing and shall promptly perform this bond agreement in accordance with its terms and conditions. If Surety chooses to investigate, Owner shall cooperate with the Surety in its investigation and shall make all public project records available for inspection by Surety at no cost to Owner. 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 such notice, of the Surety's election to either remedy the leaks and defects 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 the remedy and/or correction of the leaks or defects. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the leaks or defects.

###  Full Force and Effect. NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall in all things promptly and faithfully perform and comply with the terms and conditions hereinbefore set forth, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WITNESS

 Principal

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

 TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WITNESS

 Surety

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

 TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (\*) Attach Power of Attorney

 Instructions for execution by Contractor

(a) If the firm is a partnership, all members of the partnership must execute.

(b) If the firm is a corporation, the president must sign, the secretary must attest, and the Seal of Corporation must be affixed.

(c) If the firm operates as a sole proprietorship, the proprietor must execute.

## SPECIMEN CERTIFICATE OF MANUFACTURER

INSTRUCTIONS FOR PREPARATION OF CERTIFICATE: To be acceptable, the certificate must be prepared in the form indicated by this specimen on the official letterhead of the manufacturer. No portions of the certificate may be omitted. Attached is a copy of the Contract provision under which the certificate is required. The Authority needs only one copy of the certificate. If equipment of a manufacturer is not installed in strict compliance with the recommendations of the manufacturer or if in the design of the work the equipment is not applied in strict compliance with the recommendations of the manufacturer, a letter from the manufacturer should be forwarded to the Contractor [with copies to the Design Professional and the Owner] setting forth a list of the deviations from the recommendations of the manufacturer and stating what remains to be done in order to bring the work into strict compliance with the recommendations of the manufacturer. Prior to calling upon the representative of the manufacturer for performance of the services necessary to enable him to execute a certificate in accordance with this specimen, it is the obligation of the Contractor to have installed the work in strict compliance with the recommendations of the manufacturer [See Article 2.2.4 of the Contract], and it is likewise the obligation of the Contractor to have put the equipment in good operating condition in absolute and final readiness for the "start-up,” "testing,” and "placing into operation" as defined herein below by the representative of the manufacturer.

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

Insert name and address of Owner

Re: Certificate of [JOHN DOE CORPORATION] that equipment or components furnished by it has [or have, as the case may be] been installed in strict compliance with its recommendations and is [or are, as the case may be] operating properly at PROJECT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gentlemen:

 1. We certify through our duly authorized and acting agent that the following item [or items, as the case may be] furnished by us to the Project named in the caption was [or were, as the case may be] started up, tested, and placed in operation by our authorized field representative on [enter the date on which the field representative performed the start-up, test, and placing into operation] and is [or are, as the case may be] operating properly:

[List the item or items furnished to the job. Show catalogue number or numbers.]

 2. We certify further that the aforesaid equipment was installed in strict compliance with our recommendations as published by us in the following document [or documents, as the case may be]:

[Insert the date, name, or other positive means of identifying the exact document or documents in which the recommendations for installation and use of the item or items are published.] (\*)

 3. A copy of the aforesaid document(s) is (are) attached hereto.

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

JOHN DOE CORPORATION

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

 Authorized Representative

(\*) The date must be shown

[See Article 6.4.1.2.5

DEFINITIONS:

l. "Start-up" is defined as putting the equipment into action.

1. "Testing" is defined as performing such testing as is stipulated in the Contract Documents to be performed.

3. "Placing into operation" is defined as operating the equipment for a sufficient period of time for the determination to be made that it is performing properly.

**

*This form is for optional use to release to the contractor funds withheld from a pay application in the event a subcontractor files a claim against the contract balance held by the owner that remains unresolved. This is a subordinate document to the Payment Bond for the Project, and is calculated against the penal amount of that Payment Bond. there are other methods that may be used to remedy such situations, however, this form is effective when none of the parties are able to reach agreement upon the claim.*

**BOND TO DISCHARGE CLAIM**

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Claimant” has filed a claim against \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”, hereinafter referred to as “Principal”) on the following contract:

WHEREAS, the undersigned Principal and Surety have issued Payment Bond No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Primary Bond”) to the Owner, as Obligee, on the Contract dated \_\_\_\_\_\_\_\_\_\_\_ for Project \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;

WHEREAS, the undersigned Principal and Surety dispute the Claimant’s entitlement to all or part of the claim and expressly reserve all rights and defenses available at law in connection therewith;

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, desire to continue to receiving payments from the Owner for work done on the above referenced project,

NOW THEREFORE, in consideration of these premises, the undersigned Principal and Surety do hold themselves firmly bond unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Claimant, in the total amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_), representing double the amount of the claim.

The condition of this Bond to Discharge Claim is such that should the undersigned Principal or Surety pay to the Claimant the sum that may be found to be due to the Claimant upon the trial of any action that may be filed by said Claimant, or if Principal or Surety pay to the Claimant a sum agreeable to Claimant and Claimant accepts such payment, then this Bond shall be void; otherwise to remain in full force and effect.

The penal amount of the Primary Bond is conditionally reduced by the amount of this Bond to Discharge Claim, and upon payment of any sums to the Obligee under this Bond to Discharge Claim, the penal amount of the Primary Bond is reduced *instanter* by the amount of such payment.

No action can be instituted on this bond after one year from the date of Final Completion as determined pursuant to Article 6.2.2 of the Contract.

IN WITNESS WHEREOF, the said Principal and Surety have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Principal

by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Surety

by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Attorney-in-Fact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Type Name Above

**CHANGE ORDER FORMAT**

**(Lump Sum)**

**NOTE TO DESIGN PROFESSIONAL**:

Please prepare each 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 which has been certified by the Contract Compliance Specialist and Program Manager (if applicable)*.

Note to Design Professional: *Please leave the Change Order number blank. The Owner will assign a number.*

**CHANGE ORDER No. \_\_\_\_\_\_\_**

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner

Note to Design Professional:: *No Change Order should be forwarded unless you have been furnished with a letter from the Owner authorizing same.*

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated , 20\_\_, Incumbrance Record No. .

2. The changes hereinafter described are applicable to the Contract for the construction of the above-referenced Project and amend the Contract Documents.

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) (Using Agency). *(Indicate applicable entity.*)

5. This Change Order is necessary to:

Note to Design Professional: *Give a complete description of conditions which necessitate the change.*

6. The amount of the Change Order was determined by:

Choose one:

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.

7. A memorandum is attached showing cost breakdown of labor and materials by unit and quantities as prepared by the Contractor and checked by the Contract Compliance Specialist and Program Manager (if any).

8. We have verified the quantity and quality of all materials shown on the memorandum. We have verified that all prices are reasonable and do not exceed current costs for like services or materials, and we have verified that the quality of the materials meets the requirements of the Contract Documents.

Note to Design Professional: *Please observe 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 7 above are correct, that he has personally satisfied himself that full credit has been extended for any work or materials deleted or omitted, and that he has conclusively established by such checking or inquire as may be necessary that the prices and allowances shown in the memorandum comparable with current costs for like services and materials.*

9. The contractor shall be allowed additional calendar days for completion. The Material Completion and Occupancy Date is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Note to Design Professional: *Please insert the number of additional Days allowed and the new Material Completion and Occupancy Date, or, if no additional time is allowed, insert “0” for the Days and “No Change” for the date.*

10. The Contract Sum shall be *(increased) (decreased)* by $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on account of this change.

Note to Design Professional: *Please delete inapplicable language in parentheses and enter the dollar amount for this change. Insure that cost of the Work, percentage markup for profit, and the daily rate of general conditions costs is accurate and included in the amount of an additive change. If a deductive change, the amount is generally cost of the work only; however, consult with the owner in significant deductive Change Orders to determine if time or profit should be included in the deducted amount.*

11. The payment and extension of time, if any, provided by this Change Order constitutes compensation in full to the Contractor and its Subcontractors, Suppliers, and Trade Contractors for all costs and markups, directly and indirectly attributable to the changes ordered herein, and for all delays or time related costs thereto and for any acceleration costs for performance of changes within the time stated and to be completed by the Material Completion and Occupancy Date and for any claims related thereto against the Owner and the Design Professional, and design consultants.

APPROVED AND AGREED BY CONTRACTOR: RECOMMENDED FOR OWNER'S ACCEPTANCE

LEGAL GC Firm Name DESIGN PROFESSIONAL: LEGAL DP Firm Name

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Contractor: Date approved by Design Professional:

APPROVED AND AGREED BY USING AGENCY: APPROVED AND AGREED BY OWNER:

Institution Name BOARD OF REGENTS OF THE UNIVERSITY

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Using Agency: Date approved by Owner:

**CHANGE ORDER FORMAT**

**(Force Account or Indeterminate Units)**

**NOTE TO DESIGN PROFESSIONAL**:

Please prepare each Change Order in the form and wording given below, deleting inapplicable wording and adding such explanations as may be necessary. The wording in Paragraph 8 may not be changed or altered in any way by either the Design Professional or the Contractor. The wording in Paragraph 5 of the Final Cost Amendment 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 which has been checked by the Contract Compliance Specialist and Program Manager (if applicable)*.

Note to Design Professional: *Please leave the Change Order number blank. The Owner will assign a number.*

**CHANGE ORDER No. \_\_\_\_\_\_\_**

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note to Design Professional:: *No Change Order should be forwarded unless you have been furnished with a letter from the Owner authorizing same.*

Owner

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated , 20\_\_, Incumbrance Record No. .

2. The changes hereinafter described are applicable to the Contract for the construction of the above-referenced Project and amend the Contract Documents..

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) (Using Agency). *(Indicate applicable entity.*)

Note to Design Professional: *Give a complete description of conditions which necessitate the change.*

5. This Change Order is necessary to:

6. The Maximum Allowable Cost of the Change Order was estimated by:

Choose one:

a. Estimate in lump sum.

b. Unit prices stated in contract or subsequently agreed upon, and an estimated number of units.

c. Cost and percentage as described in general conditions.

7. A memorandum is attached showing the estimated cost breakdown of labor and materials by unit and quantities as prepared by the Contractor and checked by the Contract Compliance Specialist and Program Manager (if any).

8. The Maximum Allowed Cost for this Change Order is $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is established as Incumbrance Record No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . This Maximum Allowed Cost may be amended by the Owner in the event the actual costs are expected to exceed the Maximum Allowed Cost, provided that Contractor shall give written notice of such fact prior to incurring actual costs in excess of ninety percent of the Maximum Allowable Cost. In no event shall actual costs be incurred in excess of the Maximum Allowed Cost, as it may be amended.

APPROVED AND AGREED BY CONTRACTOR: RECOMMENDED FOR OWNER'S ACCEPTANCE

LEGAL GC Firm Name DESIGN PROFESSIONAL: LEGAL DP Firm Name

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Contractor: Date approved by Design Professional:

APPROVED AND AGREED BY USING AGENCY: APPROVED AND AGREED BY OWNER:

Institution Name BOARD OF REGENTS OF THE UNIVERSITY

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Using Agency: Date approved by Owner:

**FINAL COST AMENDMENT**

**TO**

**CHANGE ORDER NO. \_\_\_\_\_\_\_\_\_\_\_**

1. A memorandum is attached showing cost breakdown of labor and materials by unit and quantities as prepared by the Contractor and checked by the Contract Compliance Specialist and Program Manager (if any).

2. We have verified the quantity and quality of all materials shown on the memorandum. We have verified that all prices are reasonable and do not exceed current costs for like services or materials, and we have verified that the quality of the materials meets the requirements of the Contract Documents.

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 7 above are correct, that he has personally satisfied himself that full credit has been extended for any work or materials deleted or omitted, and that he has conclusively established by such checking or inquire as may be necessary that the prices and allowances shown in the memorandum comparable with current costs for like services and materials.*

3. The contractor shall be allowed additional calendar days for completion. The Material Completion and Occupancy date is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Note to Design Professional: *Please insert the number of additional Days allowed and the new Material Completion and Occupancy Date, or, if no additional time is allowed, insert “0” for Days and “No Change” for the date.*

4. The Contract Sum shall be *(increased) (decreased)* by $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on account of this change.

Note to Design Professional: *Please delete inapplicable language in parentheses and enter the dollar amount for this change. Insure that cost of the Work, percentage markup for profit, and the daily rate of general conditions costs is accurate and included in the amount of an additive change. If a deductive change, the amount is generally cost of the work only; however, consult with the owner in significant deductive Change Orders to determine if time or profit should be included in the deducted amount.*

5. The payment and extension of time, if any, provided by this Change Order constitutes compensation in full to the Contractor and its Subcontractors, Suppliers, and Trade Contractors for all costs and markups, directly and indirectly attributable to the changes ordered herein, and for all delays or time related costs thereto and for any acceleration costs for performance of changes within the time stated and to be completed by the Material Completion and Occupancy Date and for any Claims related thereto against the Owner and the Design Professional, and design consultants.

APPROVED AND AGREED BY CONTRACTOR: RECOMMENDED FOR OWNER'S ACCEPTANCE

LEGAL GC Firm Name DESIGN PROFESSIONAL: LEGAL DP Firm Name

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Contractor: Date approved by Design Professional:

APPROVED AND AGREED BY USING AGENCY: APPROVED AND AGREED BY OWNER:

Institution Name BOARD OF REGENTS OF THE UNIVERSITY

By: By:

 (Print Name/Title) (Print Name/Title)

Date approved by Using Agency: Date approved by Owner:

**APPLICATION FOR PAYMENT**

APPLICATION FOR PAYMENT NO. PROJECT NO.

#  CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Application for Payment No. are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract Documents between

 (Owner)

and dated

 (Contractor)

and all authorized changes thereto; and that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this Application and that no part of the "amount due this Application" has been received.

(a) Total amount earned for work in place (original contract) $

(b) Total amount earned for work in place (Change Orders) $

(c) Value of materials stored at site $

(d) Total amount earned ( (a) plus (b) plus (c) ) $

(e) Amount retained (10%) $

(f) Total earned less retained percentage ( (d) minus (e) ) $

(g) Total previously approved $

(h) Amount due THIS ESTIMATE ( (f) minus (g) ) $

(i) Retainage payment to Subcontractors per

Paragraph 4 .1.2.5 of the General Conditions. $

(j) AMOUNT DUE Contractor ( (h) minus (i) ) $

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the Contractor which are not yet paid, including all disputed claims and any claims to which the Contractor has or will assert any defense.

I further certify that all of the materials indicated on this Application for Payment as being stored on the Site, but not yet incorporated into the building, have been purchased, delivered, and are now stored on the Site for future incorporation into the building and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned Contractor assumes full responsibility for the existence, protection, and, if necessary, replacement of the above-mentioned materials until the completion of this contract.

Contractor By

Date Title

 STATEMENT OF THE CONTRACT COMPLIANCE SPECIALIST

I have checked this Application for Payment and, to the best of my knowledge and belief, the statement of work performed and statement of materials stored on site by the Contractor are supported by my observations

Name Contract Compliance Specialist. Date:

 CERTIFICATE OF THE DESIGN PROFESSIONAL

I certify that I have verified this Application for Payment and, to the best of my knowledge and belief, it is a true and correct statement of work performed and statement of materials stored on site by the Contractor and that the Contractor's certified statement of his account and the amount due him is correct and just. I further certify that all work has been performed and materials have been supplied in full accordance with the terms and conditions of the Contract Documents and authorized changes thereto.

Name Design Professional. Date:

|  |
| --- |
| **SCHEDULE OF CHANGE ORDERS** |
| In support of Application for Payment No. Project No. Period Ending: Contractor:  |
| CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
| Number(1) | Date(2) | Authorized Amount(3) | Amount this Period(4) | Completed PreviousPeriods(5) | AuthorizedDeductions(6) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |
| --- |
| **WORK PERFORMED TO DATE** |
| In support of Application for Payment No. For the period from , through inclusive.Project No. Name and location of Project  Contractor's Name and Address   **WORK INCLUDED IN ORIGINAL CONTRACT** |
| DETAILED ESTIMATE | WORK PERFORMED TO DATE |
| CSI Category and DescriptionItem No. and Designation(1) | Number & Kindof Units(2) | Unit Price(3) | Estimated Cost(4) | No. of Units(5) | Amount Earnedto Date(6) | Value ofIncomplete Work(7) | PercentComplete(8) |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Contracting Requirements**: \* a.  b.  c, **1. Division 1 – General Requirements: \*** a.  b.  c. **2. Division 2 – Site Construction: \*\*** (i) Building  a.  b.  c.  (ii) Infrastructure  a.  b.  c. **3. Division 3 – Concrete: \*** a.  b.  c. **4. Division 4 – Masonry: \*\*** (i) Building  a.  b.  c.  (ii) Infrastructure  a.  b.  c. **5. Division 5 – Metals: \*** a.  b.  c. **6. Division 6 – Wood and Plastics: \*** a.  b.  c. **7. Division 7 – Thermal & Moisture: \*\*\*\*\*** a.  b.  c.  Roof:**8. Division 8 – Doors & Windows: \*** a.  b.  c. **9. Division 9 – Finishes: \*** a.  b.  c. **10. Division 10 – Specialties: \*** a.  b.  c. **11. Division 11 – Equipment: \*\*\*** (i) Fixed or Built-in:  a.  b.  c.  (ii) Moveable:  a.  b.  c. **12. Division 12 – Furnishings: \*\*\*** (i) Fixed or Built-in:  a.  b.  c.  (ii) Moveable:  a.  b.  c. **13. Division 13 – Special Construction: \*** a.  b.  c. **14. Division 14 – Conveying Systems: \*** a.  b.  c. **15. Division 15 – Mechanical: \*\*\*\*** (i) Building  a.  b.  c.  (ii) Infrastructure  a.  b.  c. **16. Division 16 – Electrical: \*\*** (i) Building  a.  b.  c.  (ii) Infrastructure  a.  b.  c. 17. Division 17 – Special Inspections: \*\* (i) Building  a.  b.  c.  (ii) Infrastructure  a.  b.  c.  (iii) Documents |  |  |  |  |  |  |  |
| A. Total Amount of original contract |  |  |  |  |  |
| B. Plus or minus total previously approved C. O.'s Nos.-----------incl. |  |  |  |  |  |
| C. Plus or minus C. O.'s Nos.-----------incl. approved during period covered by this est.----------- |  |  |  |  |  |
| D. Total Net Adjusted Amt. |  |  |  |  |  |

**NOTES: The following breakdowns must be accomplished in order to comply with Government Accounting requirements. Upon completion of the Project, the final Application for Payment must show all divisions and sections, and a Final Certification of Costs for Capital Asset Accounting completed and submitted with the Application for Final Payment.**

**\* Report Items in each division, by CSI division and such other breakdown as is useful to the Contractor or Contract Compliance Specialist.**

**\*\* These items must be broken down into 2 categories, (i) Building and (ii) Infrastructure, reported by specification section. Infrastructure for these purposes is defined as everything outside a line five feet from the building footprint.**

**\*\*\* These items must be broken down into 2 categories; (i) fixed equipment & furnishings and (ii) Moveable equipment & furnishings and reported by specification section.**

**\*\*\*\* Division 15 – Mechanical. This item must be broken down into 2 categories, (i) Building and (ii) Infrastructure, reported by specification section. Chillers and HVAC units that serve the facility are to be included as a part of the Building, even if they are outside the 5-foot limit. Chillers and HVAC units that are outside the 5 foot limit and serve more than one facility, such as equipment used in a central plant, are to be included in Infrastructure.**

**\*\*\*\*\* Division 7 – Thermal & Moisture Components of the Roof system should be reported as a separate line item. Generally, this includes components of Sections 7500 and 7600.**

|  |
| --- |
| **SUMMARY OF MATERIALS STORED** |
| In support Application for Payment No. Project No. Period Ending: Contractor:  |
|  ITEM NO. |  NAME(Contractor or Subcontractor) |  TYPE OF MATERIAL |  QUANTITY |  AMOUNT (Dollars) |
|  |  | TOTALS |  |  |
| Prepared by for  (Contractor)Date , and certified by him to be a true and accurate statement.Checked:By:  Contract Compliance SpecialistDate:  |

**SUBCONTRACTOR RETAINAGE RELEASE CERTIFICATE**

*(To be Originated by Subcontractor)*

TO: Board of Regents of the University System of Georgia, Owner

 Institution Name, Using Agency

RE: Project Name and Number: Project Number and Description, Institution Name, City, State:

 Certificate Regarding Subcontractor's Completed Work and Retainage Release

 1. This is to certify that our work is one hundred percent complete for our subcontract number . Our retainage is due in accordance with the contract documents. Our scope of work included the

 . The total amount of retainage now due is $ .

 2. The Subcontractor 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 subcontractor 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, which exceptions apply only to the release in Paragraph 5, below:

[Enter: "None" or List or Make Reference & Attach Exhibit A.]

 3. The Subcontractor 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 claim or lien upon the property of the Owner.

 4. The Subcontractor has received final payment in full settlement of all claims against the Owner arising under or by virtue 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 release includes any claims set forth or excepted in Paragraph 2 above.

 5. [*Strike out if not applicable*] The Subcontractor has received final payment in full settlement of all claims against the Contractor arising under or by virtue the contract, and acceptance of such payment is acknowledged as a release of the Contractor from any and all claims arising under or by virtue of the contract except as set forth in Paragraph 2 above.

 6. Payments pursuant to this certificate shall in no way diminish, change, alter or affect the rights of the Owner under the contract documents.

SUBCONTRACTOR:

By: Date:

CONTRACTOR:

By: Date:

DESIGN PROFESSIONAL:

By: Date:

 **NOTICE: OWNER MUST RECEIVE A COPY WITH ALL ORIGINAL SIGNATURES.**

**FINAL CERTIFICATION OF COSTS**

**FOR CAPITAL ASSET ACCOUNTING**

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner)

The following accounting of costs for Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , Project Name: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

is submitted as follows, with the breakdown of costs as specified in the Final Pay Request attached hereto and incorporated herein, for the purposes of capital asset accounting pursuant to GASB 34 Accounting Statements:

1. **BUILDING AND BUILDING IMPROVEMENTS: \* $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2. **INFRASTRUCTURE: \*\* $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3. **FURNISHINGS AND EQUIPMENT: \*\*\* $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **======================================**

 **TOTAL: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Notes:** (Contractor must insure costs from all Change Orders are apportioned and included in each line item above)

 **\* *Building****:* Include totals from Items A, 1, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15 and “Building” portions of Items 2, 4, and 16.

**\*\* *Infrastructure****:* Include totals from the “Infrastructure” portions of Items 2, 4 and 16.

**\*\*\* *Furnishing and* *Equipment*** : Include totals from only the “moveable” portions of Items 11 and 12.

I certify to the best of my knowledge and belief that all of the amounts set forth on this Certificate are true and correct and are supported by the financial records for this project on file with the Contractor.

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

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

CERTIFICATE OF THE DESIGN PROFESSIONAL

I certify to the best of my knowledge, information and belief that the amounts certified by the Contractor are consistent with the estimates provided in my final Statement of Probable Cost for the Project; that the Building Improvement contains a footprint based upon a line 5 feet outside the building structure) of \_\_\_\_\_\_\_\_\_ square feet, a total of \_\_\_\_\_\_\_\_\_\_ gross square feet, and contains \_\_\_\_\_\_ floors (including basements). The building fire protection system is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (include type of system). The Certificate of Occupancy was issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I further certify that the design intent for this project is that the Building and Building Improvements are of Building Construction Class \_\_\_\_\_\_\_\_\_ and ISO Occupancy Type(s) \_\_\_\_\_\_\_ and have an expected useful life of \_\_\_\_\_\_\_\_\_\_\_\_\_ years from the date of this Certificate, and that my observations of the construction confirm these expectations. (*See* Exhibit J of Design Professional Contract.)

Name Design Professional. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CERTIFICATE OF THE USING AGENCY OR OWNER

*I certify that to the best of my knowledge, information, and belief that the cost of the real property covered by this project, to the boundaries on the final Site Plan, was $  and the cost of additional government-supplied furnishings and equipment acquired for this Project was $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .*

Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUPPLEMENTARY GENERAL CONDITIONS**

1. Minority Vendor Designee. The minority vendor designee of the Board of Regents of the University System of Georgia to act as liaison with minority vendors is Ms. Christina Hobbs . For more information, please contact the Board of Regents’ Office of Business Development by e-mail at [BusinessDevelopment@usg.edu](file:///%5C%5Cbortw-s010.atl.bor.usg.edu%5Chome%5Cssrader%5C__Active%5CGSOU%5CBR-66-1001%20Physical%20Plant%5CLegal%5CContracts%5CBusinessDevelopment%40usg.edu).

2. The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. “Tobacco Products” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes. (Board of Regents Policy Manual, 9.1.7 Tobacco and Smoke-Free Campus Policy.

<http://www.usg.edu/policymanual/section9/policy/C503/#p9.1.7_tobacco_and_smoke_free_campus_policy>)

3. Design Builder may be required to use e-Builder, the BOR’s Capital Program Management Software.