**SECTION 7 – FORMS**

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**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 Previous  Periods  (5) | Authorized  Deductions  (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 Description  Item No. and Designation  (1) | Number & Kind  of Units  (2) | Unit Price  (3) | Estimated Cost  (4) | No. of Units  (5) | Amount Earned  to Date  (6) | Value of  Incomplete Work  (7) | Percent  Complete  (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 Specialist  Date: | | | | |

**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 Dr. Christina Hobbs. For more information, please contact the Board of Regents’ Office of Business Development by e-mail at [BusinessDevelopment@usg.edu](file:///\\bortw-s010.atl.bor.usg.edu\home\ssrader\__Active\GSOU\BR-66-1001%20Physical%20Plant\Legal\Contracts\BusinessDevelopment@usg.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, 6.10 Tobacco and Smoke-Free Campuses: <https://www.usg.edu/policymanual/section6/C2663> ).

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