#### SECTION 7 – CONTRACT FORMS

**FORMS INCLUDED:**

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

Subcontractor Retainage Release Certificate

[Remainder of Page Intentionally Left Blank]

**PERFORMANCE BOND**

**Bond No.**

**Project No.**

KNOW ALL MEN BY THESE PRESENTS:

That       , as principal (hereinafter referred to as ("CM/GC"),

 *(Insert LEGAL Name and Physical Address of the CM/GC)*

and       as surety (hereinafter referred to as "Surety"),

 *(Insert LEGAL Title and Physical Address of the 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** ($), to which payment CM/GC 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  for: **Insert Project Number, Description, Location** in accordance with drawings and specifications prepared by: **Insert DP Firm Name, Address (MUST be a physical address; NO PO BOX)**, which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as he Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CM/GC 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 or 3.4.2 or Paragraphs 3.6.2.4 or 3.6.2.6, shall in any wise 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 CM/GC shall be declared in default by the Owner under the aforesaid Contract and the Owner has terminated the CM/GC’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

 EMAIL

(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:

Insert LEGAL CM Firm Name

 By

 Secretary(\*) President

 (Print Name)

(SURETY) (\*)(\*)

(NAME/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.**

KNOW ALL MEN BY THESE PRESENTS:

That       , as Principal (hereinafter referred to as ("Principal"),

 *(Insert LEGAL Name and Physical Address of the CM/GC)*

and       as Surety (hereinafter referred to as "Surety"),

 *(Insert LEGAL Title and Physical Address of the 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** ($), 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       for: Insert Project Number, Description, Location in accordance with drawings and specifications prepared by: Insert DP Firm Name, Address (MUST be a physical address; NO PO BOX), 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

 EMAIL

(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:

Insert LEGAL CM Firm Name

 By

 Secretary(\*) President

 (Print Name)

(SURETY) (\*)(\*)

(NAME/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 “CM/GC”/”Construction Manager” for the purpose of compliance with O.C.G.A. § 19-10-91, (b).

For the purpose of completing the following 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, Using Agency”
* “Name of Project” shall mean “Project No. 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, Using Agency (name of 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

Number and Description

Name of Project

Board of Regents of the University System of Georgia

for the use and benefit of Institution, Using Agency

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, Using Agency (name of 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

Number and Description

Name of Project

Board of Regents of the University System of Georgia

for the use and benefit of Institution, Using Agency

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, Using Agency (name of 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

Number and Description

Name of Project

Board of Regents of the University System of Georgia

for the use and benefit of Institution, Using Agency

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

**STATE OF GEORGIA;**

**COUNTY OF** **:**

I do solemnly swear on my oath that, as to the Contract dated       , between and the Board of Regents of the University System of Georgia, 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 , who

 (PRINT NAME OF PERSON SIGNING THE AFFIDAVIT)

is known to me to be an official of the firm of       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

**STATE OF GEORGIA;**

**COUNTY OF :**

FROM:

CM/GC

TO: Board of Regents of the University System of Georgia

Owner

Re: Contract entered into the       day of      , between the above-mentioned parties for the construction
of Project No. Number and Description located at Institution and Project Location.

 **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 materialmen, Trade Contractors, 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 CM/GC has or will assert any defense] arising out of the performance of the Contract that have not been paid and satisfied in full except as listed herein below:

**[Instructions to CM/GC-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, Trade Contractors, 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 that 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

 Personally before me, the undersigned authority, appeared , who is known

 (NAME OF PERSON SIGNING AFFIDAVIT)

to me to be an official of the firm of       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 Insert LEGAL CM Firm Name (CM/GC) as Principal, and Insert LEGAL Title of the Surety, as Surety, are held and firmly bound unto the Board of Regents of the University System of Georgia (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 assign, jointly and severally, by these presents.

### Condition of Obligation. The condition of the above obligation is such that WHEREAS CM/GC has entered into a Contract with Owner dated       for construction of Project No. Number, Description, and Location.

###  Warranty. WHEREAS, the said CM/GC 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 CM/GC 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 CM/GC 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:

1. Defects or failures resulting from abuse by the Owner, upon presentation of competent evidence of same by the CM/GC.

(b) Defects in design that the said CM/GC 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 CM/GC 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 CM/GC be responsible for correction of leaks resulting from said failure.

1. (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 CM/GC.
2. The CM/GC is not an insurer nor is he a guarantor of the design. Any other provisions of this bond to the contrary notwithstanding, the CM/GC shall not be required to remedy any errors or omissions of design.

###  Leaks or Defect. WHEREAS the said CM/GC 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 CM/GC 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 CM/GC 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 CM/GC’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 CM/GC 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  |  PRINCIPALBY .  (SEAL Over Signature)TITLE  |
| WITNESS   |  SURETY BY .  (SEAL Over Signature)TITLE  |

(\*) Attach Power of Attorney

Instructions for execution:

(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 the 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 CM/GC [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.[See "Definitions" set forth on the last page of this specimen]. 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 CM/GC to have installed the work in strict compliance with the recommendations of the manufacturer, and it is likewise the obligation of the CM/GC 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:

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

      , Using Agency

Re: Certificate of Insert Corporation Name 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. Number, Description, and Location

 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

Insert Corporation Name as listed above

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

 Authorized Representative

 (Print Name/Title)

(\*) The date must be shown

[Attachment-Copy of Contract provision]

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.
2. "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 Insert LEGAL CM Firm Name (the “CM/GC)”, 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 No. Number, Description, and Location;

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, Insert "CM/GC - "Principal" as listed above as Principal and Insert LEGAL Title of the Surety 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 Insert Claimant as listed above 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

**SUBCONTRACTOR RETAINAGE RELEASE CERTIFICATE**

*(To be Originated by Subcontractor)*

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

      , Using Agency

RE: Project No**.** **Number and Description**:

 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: Insert Subcontractor Firm Name

By: Date:

 (Print Name/Title)

CM/GC: Insert LEGAL CM Firm Name

By: Date:

 (Print Name/Title)

DESIGN PROFESSIONAL: Insert LEGAL DP Firm Name

By: Date:

 **NOTICE: OWNER MUST RECEIVE A COPY WITH ALL ORIGINAL SIGNATURE**