**EXHIBITS**

Exhibit A Using Agency’s Program and Existing Documents

Exhibit B Initial Construction Budget

Exhibit C Budget Format

Exhibit D Monthly Report Format

Exhibit E CM/GC’s Proposal

Exhibit F Preliminary Outline Schedule

Exhibit G Specimen Component Change Order

Exhibit H Specimen GMP Change Order

Exhibit I Specimen Change Order

Exhibit J Wage Rates and Labor Cost

Exhibit K Application for Payment

Exhibit M Certificate of Material Completion

Exhibit N Certificate of Final Completion

Exhibit O Georgia-Based Materials and Products Checklist

**EXHIBIT A**

**Using Agency’s Program and Existing Documents**

See attached.

**EXHIBIT B**

**INITIAL CONSTRUCTION BUDGET**

GMP Cost Limitation at time of contract execution is:

**and No/100 Dollars ($** **)**

EXHIBIT C

BUDGET FORMAT

The purpose of providing the CM/GC a format for the project budget is to allow easy comparison from one phase of design and construction to the next as well as easy comparison of estimates from others. The budget format shall conform to the CSI format and shall have as much detail as the information and time allows.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| GMP |  |  |  |  |
| Division | Name | Units | Unit Cost | Cost |
| 01 | General Requirements |  |  |  |
| 02 | Site Work |  |  |  |
| 03 | Concrete |  |  |  |
| 04 | Masonry |  |  |  |
| 05 | Metals |  |  |  |
| 06 | Woods & Plastics |  |  |  |
| 07 | Thermal / Moisture Prot. |  |  |  |
| 08 | Doors & Windows |  |  |  |
| 09 | Finishes |  |  |  |
| 10 | Specialties |  |  |  |
| 11 | Equipment |  |  |  |
| 12 | Furnishings |  |  |  |
| 13 | Special Construction |  |  |  |
| 14 | Conveying System |  |  |  |
| 15 | Mechanical |  |  |  |
| 16 | Electrical |  |  |  |
| 17 | Security Electronics & Communications |  |  |  |
|  | General Conditions |  |  |  |
|  | Construction Contingency |  |  |  |
|  | Fee |  |  |  |
|  | Design Contingency |  |  |  |
| Total Construction Site 1 |  |  |  |  |
| Owner’s Disbursements |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Subtotal |  |  |  |  |
| Total Project Site 1 |  |  |  |  |

The format above shall be repeated for all four sites. The total of all four sites under the GMP category shall not exceed the total construction budget. Owner’s Disbursements, if any, plus total construction for all four sites, shall not exceed the total construction budget.

EXHIBIT D

MONTHLY REPORT FORMAT

The monthly report shall consist of the following items:

1. Executive Summary
2. Monthly and Year to Date Budget Report
3. Contract Awards
   1. Contract Awards to Date
   2. Award recommendations made
   3. Contracts closed out
   4. Buyout Status
4. Critical Information and Approvals Required
5. Logs
   1. Request for Information
   2. Subcontractor Insurance Log
   3. Approval Letter Log
   4. Non-conformance Log
6. Safety Report
7. Schedule Status
8. Permits and Inspections
9. Job Photographs
10. Quality Report

EXHIBIT E

**CM/GC FEE PROPOSAL**

**Construction Manager at-Risk (CM/GC) Fee Proposal**

*(Submit in a Sealed Envelope with Attachments A and B at the Interview)*

Project Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project Number:\_\_\_\_\_\_\_\_\_\_\_\_\_ SCL Amount: \_\_\_\_\_\_\_\_\_\_

**1. CONSTRUCTION MANAGER At-RISK’S FEE:**

Basis of Fee. The CM/GC’s fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM/GC as a lump sum profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM/GC performs all the requirements of the Contract Documents within the time limits established. (See Article 4.1.1 of the General Requirements.

**A. PRECONSTRUCTION FEE:**

Preconstruction Fee. For the preconstruction consulting services provided by CM/GC as set forth in Section 2, Parts 1 and 2 of the General Requirements, and as described in Paragraph 4.1.1.1(a), Owner shall pay to the CM/GC a Preconstruction Fee:

|  |  |
| --- | --- |
|  | TOTAL |
| Preconstruction Fee (fixed, lump sum fee) | $ |

**B. CONSTRUCTION FEE:**

Construction Fee. For the construction services provided by CM/GC as set forth in Section 3, Part 1 of the General Requirements, and as described in Paragraph 4.1.1.1(b), Owner shall pay to CM/GC a Construction Fee.

|  |  |
| --- | --- |
|  | TOTAL |
| Construction Fee (fixed, lump sum fee) | $ |

**2. CM/GC’s EXPENSES AND OVERHEAD COSTS (Preconstruction and Construction):**

The CM/GC’s Overhead Costs. The maximum amount for the CM/GC’s Preconstruction Costs and Expenses and Construction Overhead Costs is inclusive of all direct and incidental expenses as described in Paragraph 4.1.1.2.

|  |  |
| --- | --- |
| 1. Maximum Preconstruction Costs and Expenses   (from Attachment A) | $ |
| 1. Maximum Construction Overhead Costs   (from Attachment B) | $ |
| **Total Maximum CM/GC Overhead Cost Allowance (sum of A + B)** | **$** |

NB: Include “Attachment A” and” Attachment B” to this GM/CC Fee Proposal in the same sealed envelope.

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

Proposer – Name of Firm

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

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

EXHIBIT F

**SCHEDULE**

See attached.

EXHIBIT G

**COMPONENT CHANGE ORDER**

**CM/GC PROPOSED COMPONENT CHANGE ORDER NO**.

**Project No.** Number, Description, and Location

TO: Board of Regents of the University System of Georgia

270 Washington Street, 6th Floor

Atlanta, Georgia 30334

This proposed Component Change Order is submitted pursuant to Section 3 Part 3 of the Construction Management Contract dated       , the terms of which are incorporated herein by reference.

Having carefully examined the Component Construction Documents prepared by the Design Professional and approved by Owner on Month Day, Year, listed on attached Schedule A (*Construction Documents*), as well as the premises and conditions affecting the Work, the undersigned submits this proposed Component Change Order under Article 4 of the Construction Management Contract to furnish all service, labor and materials called for by the Construction Documents for the entire Work in accordance with the aforesaid Construction Documents and the Construction Management Contract.

Description of Component:

**The date of this Change Order No.** **is** **Date CANNOT precede the Contract Execution Date.**

**The total amount for this Change Order No.** **is: $****.**

The Change Order Sum comprises the following amounts:

|  |  |
| --- | --- |
| 1. Construction Sum due Trade Contractors, Subcontractors and Trade Suppliers | $ |
|  |  |
| 1. CM/GC's Estimated Cost for Work or Material Supplied by CM/GC | $ |
|  |  |
| 1. CM/GC's component contingency | % |
|  |  |
| 1. CM/GC's proportional Fee | % |
|  | |
| 1. The Construction Budget is attached as Schedule B. | |
|  | |
| 1. The Component Construction Progress Schedule is attached as Schedule C. | |
|  | |
| 1. The undersigned guarantees the final completion of the Component on or before **Month Day, Year**. | |
|  | |
| 1. The undersigned agrees that this Component Change Order, together with the Notice of Acceptance, upon approval of the Owner, shall constitute a change order to the Contract Documents for the Project. | |
|  | |
| 1. The CM/GC has visited the Site, familiarized itself with the conditions under which the Work described in the Contract Documents is to be performed, and correlated its observations with the requirements of the Contract Documents, including the requirements set forth in Schedule A. | |

**CM/GC**

By:

Print Name / Title

Date:

**RECOMMENDED FOR OWNER’S ACCEPTANCE:**

**Design Professional**

By:

Print Name / Title

Date:

**Using Agency**

By:

Print Name / Title

Date:

**ACCEPTANCE OF CHANGE ORDER BY OWNER:**

Board of Regents of the University System of Georgia

By:

Print Name / Title

Date Approved:

EXHIBIT H

**GUARANTEED MAXIMUM PRICE**

**CHANGE ORDER**

*for*

**Project No.**

TO: Board of Regents of the University System of Georgia

270 Washington Street, 6th Floor

Atlanta, Georgia 30334

In accordance with Section 3 Part 4 of the Construction Management Contract dated       , Project No. Number and Description, the terms of which are incorporated herein by reference, the undersigned offers to provide all services, labor and material to perform in accordance with the Contract Documents the construction of the Project described in the Component Change Orders, entered into prior to the date of this proposal, and the Construction Documents prepared by the Design Professional and Construction Documents to be hereafter prepared by the Design Professional in accordance with Schedule A and the Construction Management Contract, for a Guaranteed Maximum Price.

The undersigned guarantees the Material Completion of the Work on or before the Material Completion and Occupancy Date.

**The date of this Guaranteed Maximum Price Change Order is Date CANNOT precede the Contract Execution Date.**

**The total amount of this Guaranteed Maximum Price Change Order is $****.**

The Guaranteed Maximum Price comprises the following components:

|  |  |
| --- | --- |
| 1. Estimated Cost of the Work | $ |
|  |  |
| 1. CM/GC's Contingency | $ |
|  |  |
| 1. CM/GC's Fee | $ |
|  |  |
| 1. CM/GC's Maximum Overhead Costs | $ |
|  |  |
| **TOTAL (Guaranteed Maximum Price)** | **$** |
|  | |
| 1. This proposed GMP Change Order is based on the Component Change Orders, Component Construction Documents entered into prior to the date of this proposal, and the Construction Documents specified in Exhibit A and to be hereafter prepared by the Design Professional in accordance with the assumptions stated in Schedule A. | |
|  | |
| 1. The Estimated Cost of the Work includes the costs listed in Schedule B, and the Construction Contingency, and the CM/GC's Fee as set forth on Schedule B. | |
|  | |
| 1. The Guaranteed Maximum Price does not include the trades, Work categories, or other items listed, if applicable, in Schedule C. | |
|  | |
| 1. The Construction Documents Schedule is attached as Schedule D. | |
|  | |
| 1. The Submittal Approval Schedule is attached as Schedule E. | |
|  | |
| 1. The Component Change Order Schedule is attached as Schedule F. | |
|  | |
| 1. The Construction Progress Schedule is attached as Schedule G. | |
|  | |
| 1. The Construction Budget is attached as Schedule H. | |
|  | |
| 1. The concurrence of the Design Professional to Schedules D, E, F and G is attached as Schedule I. | |
|  | |
| 1. The proposed Material Completion and Occupancy Date is: **Month Day, Year**. | |
|  | |
| 1. This offer is submitted as the proposed GMP Change Order pursuant to Section 3 Part 3 of the General Requirements of the Construction Management Contract. | |
| 1. The undersigned agrees that this proposed GMP Change Order, together with the Notice of Acceptance, upon approval of the Owner, shall constitute a change order to the Contract Documents for the Project. | |
|  | |
| 1. The CM/GC has visited the Site, familiarized itself with the conditions under which the Work described in the Contract Documents is to be performed, and correlated its observations with the requirements of the Contract Documents, including the requirements set forth in Schedule A. | |

**CM/GC**

By:

Print Name / Title

Date:

**RECOMMENDED FOR OWNER’S ACCEPTANCE:**

**Design Professional**

By:

Print Name / Title

Date:

**Using Agency**

By:

Print Name / Title

Date:

**ACCEPTANCE OF CHANGE ORDER BY OWNER:**

Board of Regents of the University System of Georgia

By:

Print Name / Title

Date Approved:

**EXHIBIT I**

**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 No.** Number, Institution, and Location

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

BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA, Owner

**The date of this Change Order No.** **is Date CANNOT precede the Contract Execution Date.**

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated Month Day, Year, 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: Month Day, Year.

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 Guaranteed Maximum Price shall be *(increased) (decreased)* by $       on account of this change. The CM/GC’s Fee shall be increased by $       . The Maximum Amount Allowable for CM/GC’s Overhead Costs and Expenses shall be *(increased) (decreased)*  by $       .

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 CM/GC: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

      Design Professional:

By: By:

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

Date approved by CM/GC: Date approved by Design Professional:

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

      BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

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 No.** Number, Description, and Location

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

BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA, Owner

**The date of this Change Order No.** **is Date CANNOT precede the Contract Execution Date.**

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated Month Day, Year, 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 CM/GC: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

      Design Professional:

By: By:

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

Date approved by CM/GC: Date approved by Design Professional:

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

      BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

By: By:

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

Date approved by Using Agency: Date approved by Owner:

**FINAL COST AMENDMENT**

**TO**

**CHANGE ORDER NO.**

**Project No.** Number, Description, and Location

1. A memorandum is attached showing cost breakdown of labor and materials by unit and quantities as prepared by the CM/GC 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: Month Day, Year.

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 Guaranteed Maximum Price shall be *(increased) (decreased)* by $      on account of this change. The CM/GC’s Fee shall be increased by $      . The Maximum Amount Allowable for CM/GC’s Overhead Costs and Expenses shall be *(increased) (decreased)*  by $      .

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 CM/GC: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

      Design Professional:

By: By:

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

Date approved by CM/GC: Date approved by Design Professional:

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

      BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

By: By:

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

Date approved by Using Agency: Date approved by Owner:

**EXHIBIT J**

**MAXIMUM WAGE RATES, SALARY AND LABOR COST**

The following schedules represent the agreement between the Owner and CM/GC as to the maximums for wages and salary, including employer-paid taxes and approved benefits, which may be paid. Notwithstanding the maximums set forth, in all cases only the Actual Cost paid may be reimbursed, so long as the following maximums are not exceeded. As economic conditions change over the life of the Construction Management Contract, these maximums may be adjusted based upon documented evidence of changed rates presented by the party requesting the change, however any such changes shall not effect any change in the established GMP.

In all cases, particularly salary rates, the actual cost invoiced for payment must the actual amounts paid, adjusted for the proportion of the rate applicable to the proportion of time the worker spent upon Project services as against all services for which the worker was paid. No overtime or bonus may be paid without verification that the need for such overtime or extra work was caused by the Owner and with the express prior written approval of the Owner. No “profit,” “overhead,” or “burden” based upon percentages, statistics, or otherwise are permitted.

**Schedule J-1: Wage Rates (Collective Bargaining or Prevailing Wage Rate in Area)**

***Category Rate Employer-paid Taxes Approved Benefits***

Hourly FICA GUTA FUTA W/C Rate

**Schedule J-2: Reasonable Annual Salary Rates – SEE ATTACHED**

***Category Rate Employer-paid Taxes Approved Benefits Rate***

Gross FICA GUTA FUTA W/Comp

DATA TO BE SUPPLIED BY CM/GC

AND REVIEWED/APPROVED BY OWNER PRIOR TO INCLUSION HEREIN

**EXHIBIT K**

**APPLICATION FOR PAYMENT**

APPLICATION FOR PAYMENT NO. PROJECT NO.

# CERTIFICATE OF THE CM/GC 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 Board of Regents of the University System of Georgia, OWNER and       , dated       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 cost for work in place (original contract) $

(b) Total cost for work in place (Change Orders) $

(c) Cost of materials stored at site $

(d) CM/GC Fee earned through Application Date $

(e) Total cost ( (a) plus (b) plus (c) plus (d) ) $

(f) Amount retained (10%) $

(g) Total cost less retained percentage ( (e) minus (f ) $

(h) Total of previous payments approved $

(i) Amount due this Application ( (g) minus (h) ) $

(j) Retainage release for Completed Subcontractors per

Owner Approval (*See* Article 4.3.6) $

(k) AMOUNT DUE CM/GC ( (i) plus (j) ) $

I further certify that all claims outstanding against the undersigned CM/GC 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 CM/GC which are not yet paid, including all disputed claims and any claims to which the CM/GC 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.

CM/GC 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 CM/GC 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 CM/GC and that the CM/GC'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:  CM/GC: | | | | | |
| CHANGE ORDERS | | ADDITIONS TO GMP | | | 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    CM/GC's Name and Address      **WORK INCLUDED IN CONTRACT** | | | | | | | |
| ACTUAL COSTS | | | | WORK PERFORMED TO DATE | | | |
| CSI Category and Description  Item No. and Designation  (1) | Number & Kind  of Units  (2) | Unit Price  (3) | Actual 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 GMP 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 GMP | | |  |  |  |  |  |

**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:  CM/GC: | | | | |
| 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: | | | | |

**FINAL CERTIFICATION OF COSTS**

**FOR CAPITAL ASSET ACCOUNTING**

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

To: BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA (Owner)

The following accounting of costs for Project No. Number, Description, and Location 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.

CM/GC \_ 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 CM/GC 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**Certificate of Material Completion**

## Date: Month Day, Year

## Institution:

**Project Number:**

**Project Name:**

**Design Professional:**

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows:

1. The above-named project has achieved Material Completion as provided in the Contract Documents on Month Day, Year , is available for immediate occupancy by the Using Agency, and is accepted by the undersigned under the terms and conditions thereof.

2. The Contract Price, as amended by Change Order, reduced by the retainage, reduced by Liquidated damages properly assessed, reduced by 200% of the value of both Minor Items and Permitted Incomplete Work on the punchlist, reduced by funds withheld pursuant to Article 4.2.1 or otherwise, and reduced by any established credits to the Owner, as shown on the attached Schedule of Monies retained by Owner, is due and payable pursuant to the terms of the Contract Documents.

3. The CM/GC has furnished evidence satisfactory to the undersigned that all payrolls, material bills, and other indebtedness connected with the work to this point, except for retainage, have been paid.

4. A (temporary) certificate of occupancy has been issued by the State Fire Marshal dated Month Day, Year and

numbered       . Said certificate has been delivered to the following person:

Name:

Address:

5. The punchlist is attached hereto. The CM/GC shall complete all items on the punchlist and achieve Final Completion not later than 30 days from the date hereof.

6. As of this date the following occurs pursuant to the Contract Documents:

a. All warranties begin to run from the date Material Completion is achieved.

b. All utilities become the responsibility of the Using Agency.

c. The Using Agency is responsible for all insurance for the Project.

This day of , .

DESIGN PROFESSIONAL

(Name of Firm)

By:

Title:

**Schedule of Monies Retained**

**by Owner**

Retainage: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assessed Liquidated Damages: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Value of punchlist items x 200%: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credits to Owner: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other monies retained per $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 4.2.1 or otherwise

Total Monies Retained: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**REVIEWED AND ACCEPTED:**

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

Owner or Program Manager

# BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**Certificate of Final Completion**

## Date: Month Day, Year

## Institution:

**Project Number:**

**Project Name:**

**Design Professional:**

The Design Professional issues this Certificate of Final Completion of the Project and certifies as follows:

1. The above-named project was fully constructed and completed as provided in the Contract Documents on Month Day, Year and is accepted by the undersigned under the terms and conditions thereof.

2. The Contract Price, as amended by Change Order and reduced by properly assessed Liquidated Damages, and further reduced by the attached Schedule of Credits to the Owner, is due and payable.

3. The CM/GC has furnished evidence satisfactory to the undersigned that all payrolls, material bills, and other indebtedness connected with the work have been paid.

4. A (temporary) certificate of occupancy has been issued by the State Fire Marshal dated Month Day, Year and numbered      . Said certificate has been delivered to the following person:

Name:

Address:

5. The total cost of labor, materials, and equipment incorporated in the Project are as provided in the attached Final Certification Of Costs For Capital Asset Accounting.

6. All tests and inspections provided for in the Contract Documents have been made in the presence of a registered architect or registered engineer, and all work was found to meet said tests and inspections in accordance with plans and specifications. All mechanical systems, equipment, apparatus and controls (plumbing, heating, electrical, water, septic tank and sewerage disposal fields, refrigeration, kitchen equipment, fire alarm, program and public address, *etc.*) have been found to be in compliance with the Contract Documents, all applicable codes and in safe operation condition. Copies of all tests and certifications are included with the Final Documents.

7. All work has been installed in such a manner as to comply strictly with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work as provided in the Contract Documents.

8. There are no credits due the owner for changes, deviations, omissions, or non-compliances other than as shown on the attached Schedule of Credits.

9. Record Documents are to be furnished in accordance with the CM/GC Contract.

10. No work has been certified for payment which was covered prior to consent of the Design Professional.

11. Attached is one copy of each bond, guarantee, or warranty as called for in the Contract Documents.

12. Attached are two copies of each of the two affidavits of contractor as called for in the Contract Documents.

13. With exceptions noted below, there are, to the best of the knowledge and belief of the undersigned, no claims outstanding against the contractor arising out of the Contract Documents.

This day of , .

DESIGN PROFESSIONAL

(Name of Firm)

By:

Title:

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

**Schedule of Credits**

**to Owner**

[None]

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

**REVIEWED AND ACCEPTED:**

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

Owner or Program Manager





**SUPPLEMENTARY GENERAL REQUIREMENTS**

1. Minority Vendor Designee. The minority vendor designee of the Board of Regents of the University System of Georgia to act as liaison with minority vendors is Ms. Christina Hobbs. For more information, please contact the Board of Regents’ Office of Business Development by e-mail at [BusinessDevelopment@usg.edu](file:///C:\Documents%20and%20Settings\ssrader\Desktop\CM%20-%20Gay%20Construction\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, 9.1.7 Tobacco and Smoke-Free Campus Policy.

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

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