#### SECTION 7 – CONTRACT FORMS

**FORMS INCLUDED:**

Performance Bond

Payment Bond

Contractor Affidavit and Certificate of Compliance

Subcontractor Affidavit and Certificate of Compliance

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]

**Project No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERFORMANCE BOND Bond No.**

KNOW ALL MEN BY THESE PRESENTS:

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

 *(Legal Name and Address of the Design-Builder*)

as ("Design-Builder"),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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Insert GMP Cost Limitation of GMP)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), to which payment Design-Builder 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *( Here insert Name of Project)*

in accordance with drawings and specifications prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which
 (*Full Name and Title)*

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 Design-Builder 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 1.8.8 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 Design-Builder shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. 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 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) Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Design-Builder has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Design-Builder as having been paid for by the Design-Builder in accordance with said Contract, which said laborer or materials have been included in a periodical estimate and certified by the Program Manager for payment and paid for by the Owner, the Surety shall, within 20 days of receipt of such notice, cause to be paid any unpaid amounts for such labor and materials.

(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) 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.

(6) For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 NAME

 ADDRESS

 CITY STATE ZIP CODE

 TELEPHONE

 (7) 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 1.5.1.3 of the Contract.

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

ATTEST (\*) (NAME OF Design-Builder)

 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 “Resident Georgia Agent” of Surety in order to comply with surety regulations of Georgia. Kindly show title of the aforesaid agent as “Resident Georgia Agent.”

(\*) Attach Power of Attorney

**Project No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENT BOND Bond No.**

KNOW ALL MEN BY THESE PRESENTS:

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

 *(Legal Title and Address of the Design-Builder)*

"Principal") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety (hereinafter referred to as “Surety”,

 *( Legal Name and 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") for the use and benefit of claimants defined, hereinafter in the amount of:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 *(Insert GMP Cost Limitation or GMP)*

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the drawings and

 *(Insert Name of Work)*

specifications prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which contract is incorporated herein

 *(Here insert Full Name and Title)*

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 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 1.8.8 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 Design-Builder furnishing said payment bond shall have (a) given written notice to said Design-Builder 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 Design-Builder has filed a Notice of Commencement in accordance with the requirements of O.C.G.A. § 13-10-62 and Articles 3.1.7 and 4.5.2 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, registered mail, postage paid, duly addressed to the Design-Builder 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 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) No action can be instituted on this bond after one year from the date of the final certificate of the Program Manager or Program Manager.

(5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 13‑10‑2, 13-10-60 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and Article 1.5.1.3 of the Contract.

(6) For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

 NAME

 ADDRESS

 CITY STATE ZIP CODE

 TELEPHONE

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

IN THE PRESENCE OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

WITNESS PRINCIPAL

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

 NAME TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

WITNESS SURETY

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

NAME TITLE

(\*) Attach Power of Attorney

## CONTRACTOR AFFIDAVIT AND CERTIFICATE OF COMPLIANCE

**GEORGIA SECURITY AND IMMIGRATION CERTIFICATION**

## (Federal And State Work Authorization Programs)

**STATE OF GEORGIA;**

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

**BOR Project No.**

**Project Name:**

**CONTRACTOR AFFIDAVIT, CERTIFICATE AND AGREEMENT**

 **COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor (“Contractor”), who, after being duly sworn, states, warrants, agrees and certifies as follows to the Board of Regents of the University System of Georgia (“Owner”), and (“Using Agency”):

1.

 By executing this affidavit, Contractor verifies and warrants its compliance with O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.01, and the U.S. Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. Contractor must register and verify information of all new employees at <https://www.vis-dhs.com/EmployerRegistration> (the E Verify program) or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program to verify information of newly hired employees, pursuant to the IRCA. Contractor affirmatively certifies that it has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, as initialed below.

2.

Contractor verifies and warrants it utilized the following federal verification program:

 \_\_\_\_\_\_\_\_\_ <https://www.vis-dhs.com/EmployerRegistration> (E Verify program)

 \_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Verification Program User ID or Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.

 The Contractor further warrants and agrees that all subcontractors, suppliers and consultants contracted in connection with the provision of materials and equipment or performance of services or work for the Project described above shall be required prior to the commencement of any work on the project to supply the Subcontractor Certification verifying compliance with O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.01, and the U.S. Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and paragraph 5 below. Subcontractor must register and verify information of all new employees at <https://www.vis-dhs.com/EmployerRegistration> (the E Verify program) or other federal verification program. The affidavit must contain the certifications required by Georgia Department of Labor Rule 300-10-1-.08 and the requirements set forth herein. The Contractor shall maintain records of compliance and provide a copy of each such certification to the Owner and Using Agency as set forth in paragraph 5 below. Contractor warrants that Contractor has included this requirement in all written agreements with any subcontractors engaged to perform services for this Project.

4.

The Contractor further warrants and agrees to comply with the President’s Executive Order 13224, which mandates that no U.S. company shall do business with any person (Prohibited Person) who has been determined to have committed, or pose a risk of committing or supporting terrorist acts, and those identified on the list of Specially Designated Nationals and Blocked Persons, generated by the Office of Foreign Assets Control (“OFAC”). The OFAC list is updated regularly, and an up-to-date OFAC list can be obtained from the U.S. Department of the Treasury website at <http://www.ustreas.gov/ofac>. This Executive order extends to “Affiliates,” which includes any other person or entity who, directly or indirectly, is in control of, is controlled by or is under common control with any Prohibited Person. A copy of the Executive Order can be obtained at <http://www.ustreas.gov/offices/enforcement/ofac/sanctions/terrorism.html> and the USA Patriot Act of 2001, restricting terrorist groups’ access to financial resources in the United States can be obtained at <http://www.fincen.gov/pa_main.html> for review. The Contractor agrees to review its subcontracts and other agreements annually with the Treasury website for compliance, and maintain a record of its reviews.

5.

 Contractor warrants and agrees that it shall submit, and shall ensure all its subcontractors and suppliers submit, the required certifications and verifications (i) at contract execution prior to commencing work or services; (ii) upon the completion or termination of the contract; and (iii) and recertified as of July 15 of each year during the term of the Project. The required certificates must be filed with the Owner and Using Agency and copies maintained by the Contractor in its Project files and retained for audit as specified in the Project contract. State officials, including officials of the Georgia Department of Labor, officials of the Owner, retain the right to inspect and audit the Project Site and employment records of the Contractor, subcontractors, suppliers and consultants without notice during normal working hours until Final Completion, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Labor.

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FURTHER AFFIANT SAYETH NOT.**

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

Contractor Name

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

 Signature of Authorized Officer or Agent

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

 Printed Name of Authorized Officer or Agent

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

 Title of Authorized Officer or Agent

Sworn to and subscribed before me

by the affiant named above as of this

\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

Notary Public

My commission expires:\_\_\_\_\_\_\_\_\_\_\_

## SUBCONTRACTOR AFFIDAVIT AND CERTIFICATE OF COMPLIANCE

**GEORGIA SECURITY AND IMMIGRATION CERTIFICATION**

## (Federal And State Work Authorization Programs)

**STATE OF GEORGIA;**

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

**BOR Project No.**

**Project Name:**

**SUBCONTRACTOR AFFIDAVIT, CERTIFICATE AND AGREEMENT**

 **COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, supplier or consultant (“Subcontractor”), who, after being duly sworn, states, warrants, agrees and certifies as follows to the Board of Regents of the University System of Georgia (“Owner”), and to (“Using Agency”):

1.

 By executing this affidavit, Subcontractor verifies and warrants its compliance with O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.01, and the U.S. Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. Subcontractor must register and verify information of all new employees at <https://www.vis-dhs.com/EmployerRegistration> (the E Verify program) or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program to verify information of newly hired employees, pursuant to the IRCA. Subcontractor affirmatively certifies that it has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, as initialed below.

2.

Subcontractor verifies and warrants it utilized the following federal verification program:

 \_\_\_\_\_\_\_\_\_ <https://www.vis-dhs.com/EmployerRegistration> (E Verify program)

 \_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Verification Program User ID or Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.

 The Subcontractor further warrants and agrees that all subcontractors, suppliers and consultants contracted in connection with the provision of materials and equipment or performance of services or work for the Project described above shall be required prior to the commencement of any work on the project to supply the Subcontractor Certification verifying compliance with O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.01, and the U.S. Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and paragraph 5 below. Subcontractor must register and verify information of all new employees at <https://www.vis-dhs.com/EmployerRegistration> (the E Verify program) or other federal verification program. The affidavit must contain the certifications required by Georgia Department of Labor Rule 300-10-1-.08 and the requirements set forth herein. The Subcontractor shall maintain records of compliance and provide a copy of each such certification to the Owner and Using Agency as set forth in paragraph 5 below. Subcontractor warrants that Subcontractor has included this requirement in all written agreements with any subcontractors engaged to perform services for this Project.

4.

The Subontractor further warrants and agrees to comply with the President’s Executive Order 13224, which mandates that no U.S. company shall do business with any person (Prohibited Person) who has been determined to have committed, or pose a risk of committing or supporting terrorist acts, and those identified on the list of Specially Designated Nationals and Blocked Persons, generated by the Office of Foreign Assets Control (“OFAC”). The OFAC list is updated regularly, and an up-to-date OFAC list can be obtained from the U.S. Department of the Treasury website at <http://www.ustreas.gov/ofac>. This Executive order extends to “Affiliates,” which includes any other person or entity who, directly or indirectly, is in control of, is controlled by or is under common control with any Prohibited Person. A copy of the Executive Order can be obtained at <http://www.ustreas.gov/offices/enforcement/ofac/sanctions/terrorism.html> and the USA Patriot Act of 2001, restricting terrorist groups’ access to financial resources in the United States can be obtained at <http://www.fincen.gov/pa_main.html> for review. The Subontractor agrees to review its subcontracts and other agreements annually with the Treasury website for compliance, and maintain a record of its reviews.

5.

 Subcontractor warrants and agrees that it shall submit, and shall ensure all its subcontractors and suppliers submit, the required certifications and verifications (i) at contract execution prior to commencing work or services; (ii) upon the completion or termination of the contract; and (iii) and recertified as of July 15 of each year during the term of the Project. The required certificates must be filed with the Owner and Using Agency and copies maintained by the Subcontractor in its Project files and retained for audit as specified in the Project contract. State officials, including officials of the Georgia Department of Labor, officials of the Owner, retain the right to inspect and audit the Project Site and employment records of the Subcontractor, subcontractors, suppliers and consultants without notice during normal working hours until Final Completion, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Labor.

Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FURTHER AFFIANT SAYETH NOT.**

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

Subcontractor Name

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

 Signature of Authorized Officer or Agent

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

 Printed Name of Authorized Officer or Agent

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

 Title of Authorized Officer or Agent

Sworn to and subscribed before me

by the affiant named above as of this

\_\_\_\_\_\_\_\_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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and
 *(Nane of Design-Builder)*

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

 (name of person signing the affidavit)

is known to me to be an official of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who, after being duly sworn,

(Name of Design-Builder)

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Design-Builder

TO: Board of Regents of the University System of Georgia

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 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 Design-Builder 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 Design-Builder-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

 ( Name of Design-Builder)

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Design-Builder, as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 Design-Builder has entered into a Contract with Owner dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for construction of Project No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### Warranty. WHEREAS, the said Design-Builder 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 Program Manager, the roofs of the building (or buildings) and roofs of covered passages, including but not limited to 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 Design-Builder 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 Design-Builder also warrants that for the same five-year period the walls of the building (or buildings) 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.

(b) Defects in design that the said Design-Builder shall have brought to the attention of the Owner in writing prior to installation of the work, except, however, that the Design-Builder 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

(1) Structural Frame

(2) Load bearing walls

(3) Foundations

nor shall the Design-Builder 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.

(d) The Design-Builder is not an insurer nor is he a guarantor of the suitability of adequacy of design. Any other provisions of this bond to the contrary notwithstanding, the Design-Builder shall not be required to remedy any unsuitable or inadequate design.

### Leaks or Defect. WHEREAS the said Design-Builder agrees that should any leaks or defects occur in the roofs or walls of the said (Name and Number of Project) the said Design-Builder 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.

### Full Force and Effect. NOW, THEREFORE, the condition of this obligation is such that if the Design-Builder 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) TITLE  |
| WITNESS   |  SURETY BY (SEAL) 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 Design-Builder [with copies to the Program Manager 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 Design-Builder to have installed the work in strict compliance with the recommendations of the manufacturer [See Article E-53 of the Contract], and it is likewise the obligation of the Design-Builder 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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Using Agency)

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

 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

[Attachment-Copy of Contract provision-(Article E-67)]

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.

GSFIC Form 567--***INSTRUCTIONS TO PRODUCING AGENT: Complete the shaded portions of this certificate and return to the Insured. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear on the certificate.***

**Certificate of Insurance**

|  |  |
| --- | --- |
| **Name, Address and Telephone Number of Producing Agent** | **PROJECT NO.**:  |
| **PROJECT NAME:**  |
| **Name and Address of Insured Contractor (Design-Builder)**  | **Certificate Holder(Owner)**: Board of Regents of the University System of Georgia 270 Washington Street (6th Floor) Atlanta, Georgia 30334 ***Attention: Director of Contracts & Services*** |
| **Type of Insurance** | **Policy No.**  | **Company Affording Coverage** | **Policy Expiration Date**  |  **Limits** |
| **Commercial General Liability(1993 ISO Occurrence Form or its equivalent);** Includes XCU Coverage  |  |  |  | General Aggregate $2,000,000.00 (per project)Products-Co./Op Agg $1,000,000.00Personal & Adv injury $1,000,000.00Contractual $1,000,000.00Each Occurrence $1,000,000.00 |
| **Commercial Business Automobile Liability**Including, but not limited to, owned, hired and non-owned autos |  |  |  | Combined Single Limit $1,000,000.00**OR**Bodily Injury $1,000,000.00 (per person)Property Damage $1,000,000.00 |
| **Workers Compensation**The Proprietor/Partners/ Executive Officers included as required |  |  |  | W C Statutory Limits |
| **Employers’ Liability** |  |  |  | Each Accident $1,000,000.00Disease – Policy Limit $1,000,000.00Disease-Each Employee $1,000,000.00 |
| **Commercial Umbrella Liability** |  |  |  | Each Occurrence $ 2,000.000.00Aggregate $10,000,000.00 |
| **Builders’ Risk written on 1991 Cause of Loss-Special Form or its equivalent**(See below) |  |  |  | Cost of Project |
| Design Professional’s Errors and Omisions Liability Insurance |  |  |  | See Paragraph 1.5.3.3.8 for appropriate limits |
| The Undersigned has reviewed the insurance coverages required by the Contract Documents for the project referenced above and makes the following certifications, which shall serve to bind the various insurance carriers to the coverages as required by the Contract Documents: Such insurance as is herein certified (i) applies to all in connection with the work required by the provisions of the documents forming the contract, (ii) applies whether or not the contract documents between the insured contractor and the Owner have been executed, (iii) is written in accordance with the company’s regular policies and endorsements, subject to the company’s applicable manuals or rules and rates in effect, as modified by this certificate and the insurance article of the contract, (iv) have been issued to the insured named above, and (v) are in force at this time. With the exception of the Workers Compensation policy, the Officers, Members, Agents, & Employees of the Owner and the State of Georgia are included as additional insureds as their interests may appear. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. The Builders’ Risk policy has been endorsed as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) Partial or complete occupancy by Owner; and (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of Owner, or by contractors or the lessee of the Owner.” Each policy has been endorsed to provide that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire for any reason until thirty (30) days (10 days for non-payment of premium) after Owner has received written notice thereof as evidenced by return receipt of registered letter. |
| **Authorized Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Typed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**BOND TO DISCHARGE CLAIM**

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as

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

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 (Board of Regents of the University System of Georgia) 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 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.

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

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

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

RE: Project Name and Number: :

 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:

DESIGN-BUILDER:

By: Date:

PROGRAM MANAGER:

By: Date:

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

**EXHIBITS**

Exhibit A Using Agency’s Program and Existing Documents

Exhibit B Owner’s Preliminary Budget

Exhibit C Design Builder’s Project Budget Format

Exhibit C-1 Design Professional’s Statement of Probable Construction Cost

Exhibit C-2 Site Memorandum

Exhibit C-3 Advice on Construction Progress

Exhibit D Monthly Report Format

Exhibit E Design-Builder’s Proposal

Exhibit F Owner’s Preliminary 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 L Final Capital Cost Certification

Exhibit M Certificate of Material Completion

Exhibit N Certificate of Final Completion

Exhibit O Energy Act Checklist and Submittals

**EXHIBIT A**

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

See Attached.

**EXHIBIT B**

**OWNER’S PRELIMINARY BUDGET**

GMP Cost Limitation is .

**EXHIBIT C**

**DESIGN-BUILDER’S PROJECT BUDGET FORMAT**

The purpose of providing this Budget 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 sufficient detail to accurately track the financial progress of the Project. If there is more than one construction site, each Site within a Project shall have its own breakdown.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **GMP (or SCL)** |  |  |  |  |
| **Phase/CSI Division**  | **Budget Item** | **Units** | **Unit Cost** | **Cost** |
| Preconstruction | Design Services |  |  |  |
| Preconstruction | Budget and Estimates |  |  |  |
| Preconstruciton | Preconstruction Costs |  |  |  |
| Preconstruction | Design Contingency |  |  |  |
| 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 | Special Specifications |  |  |  |
| Construction | Allowable Actual Overhead Costs (General Conditions) |  |  |  |
| Construction | Construction Contingency |  |  |  |
| DB-Fee | Preconstruction Fee |  |  |  |
| DB-Fee | Design Fee |  |  |  |
| DB-Fee | Construction Fee |  |  |  |
| **Total Construction Site 1** |  |  |  |  |
| Owner’s Disbursements |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Subtotal |  |  |  |  |
| **Total Project Site 1** |  |  |  |  |

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

##### DESIGN PROFESSIONAL’S STATEMENT OF PROBABLE CONSTRUCTION COST FORMAT

# INSTRUCTIONS:

**CSI UNIFORMAT™ COST CLASSIFICATION**



1. All Statements of Probable Construction Cost shall be provided using the Construction Specifications Institute (CSI) UniFormat™ classification of construction systems and assemblies. The terms *systems and assemblies* refer to physical parts of building projects with particular design solutions. Note, not all Classes or Subclasses may be used for a given project.

2. Statements of Probable Construction Cost shall be coordinated and consistent with project descriptions, plans, drawings, and specifications at the time the statement is prepared.

3. Statements of Probable Construction Cost shall be provided in a spreadsheet format. For each element in the Statement of Probable Construction Cost the information provided shall include:

* Description,
* Quantity,
* Unit of measurement,
* Unit cost or rate, and
* Cost

4. Lump sum costs for items are not acceptable. Assumptions (e.g., type, quantity, etc.) used to estimate costs for undeveloped design details must be documented.

5. When Design-Builder Contract contains more than one building or type of work (e.g., new construction, renovation, addition, etc.) Statements of Probable Construction Cost shall be prepared and summarized for each.

6. For Concept Design Studies, the Statement of Probable Construction Cost should be prepared at Level 1 detail. For Schematic Design and Design Development phases, Statements of Probable Construction Cost should be at Level 2. For Construction Documents Statements of Probable Construction Cost should be at Level 3, or greater, detail.

7. If the Design Professional proposes to use a different, but similar, format to the UniFormat™ cost structure providing a comparable level of detail, the Design Professional shall submit the proposed structure to the Owner for written approval prior to its use.

**Capital Cost Accounting:** For purposes of proper capital asset reporting, the Design Professional shall include the following summary with each Statement of Probable Construction Cost.

**PROBABLE CAPITAL COST SUMMARY:**

The following cost estimates shall be included in the final Statement of Probable Construction Cost for the purposes of planning for capital asset accounting pursuant to the GASB 34 Accounting Statement:

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

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

3. FF&E TO BE SUPPLIED BY D-B: \*\*\* $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 =====================================

 TOTAL PROBABLE COST: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes:

\* 1. *Building and Building Improvements:* Include totals from CSI Categories/Major Groups A, B, C, D, F, G (only costs *inside* 5 feet of building footprint) and Z.

\*\*2. *Infrastructure:* Include totals from CSI Categories/Major Groups G (only costs *outside* 5 feet of building footprint); including relevant portions of G-10, G-2040, G-30 and G-40. It is anticipated that all of G-2010, 2020, 2030, 2050, 3010, 3020,3030, 4020, and 9010 would be considered Infrastructure.

\*\*\*3. *Fixtures and Furnishings (Including Equipment):* Include totals from CSI Category/Major Group E.

Upon completion of the project, the Design-Builder will be certifying actual capital costs in a similar manner, following the cost breakdowns specified in the General Requirements for the Design-Builder’s periodical estimates. The Design Professional, in reviewing the Design-Builder’s Final Certification for Capital Cost Accounting, should refer to its final Statement of Probable Cost in making the Design Professional’s certification (See Exhibit K herein). The Design Professional should review change orders issued during the construction administration phase as they will have an effect upon the final certification, depending upon the allocation of costs in the change order.

**Required Certifications on the Statement of Probable Construction Cost:**

 1. I certify that I have examined the Predesign Study (or Program) as furnished to me by the Using Agency for this Project.

 2. I certify to the best of my knowledge, information and belief that the Probable Construction Cost furnished herein covers all work to be drawn, specified and constructed under the Predesign Study (or Program.)

 3. I certify to the best of my knowledge, information and belief that, as to the Statement of Probable Construction Cost furnished herein, all construction work necessary for the completion of the Project for occupancy is included.

 4. I certify to the best of my knowledge, information and belief that there is no work included in this Statement of Probable Construction Cost furnished herein which is beyond the scope of this Project as defined by the Predesign Study (or Program) referred to in Paragraph 1 of this certificate.

 5. certify that to the best of my knowledge, information and belief that:

 (a) The total sum area in square feet of this Project computed in accordance with the criteria in Exhibit F of the Design Professional Contract, per the attached computations, is .

 (b) The total cubage of this project, per attached computations, is \_\_\_\_\_\_\_\_\_\_\_ .

 (c) The estimated cost per square foot based on the anticipated low base price (or anticipated initial GMP Change Order) for a turn key job is, $

 (d) The estimated cost per cubic foot based on the anticipated low base price (or anticipated initial GMP Change Order) for a turn key job, is $ .

 (e) The separate estimated cost of grading site, per attached detailed breakdown or engineering figure, in compliance with the Site Memorandum, is $ .

 (f) The time required for completion of construction is estimated to be calendar days form the date of commencement of work.

 6. Subsurface Investigations. The Design Professional certifies he has a report on file from a competent geotechnical engineer or competent independent testing laboratory, the said report being signed by a registered geotechnical engineer, in which the Design Professional has been furnished with both the Stage One and the Stage Two Statements as prescribed in the Site Memorandum (*see* Exhibit G), according to which the Design Professional advises the Owner that the following quantity of rock will probably be encountered:

 The Design Professional estimates that the cost of removing the above quantity of rock will be approximately

$ .

The Design Professional further advises that this amount has been included in the Statement of Probable Construction Cost and that the Design Professional, if applicable, has included unit prices for removal in the Supplementary General Requirements to the Design-Builder Contract. Accordingly the Design Professional notifies the Owner of the following conditions below the surface of the ground which are at variance to the conditions indicated by the drawings and specifications or which may subsequently require adjustments in the contract price:

 (a) Investigations as reported by registered geotechnical engineer indicate the existence of springs or ground water. (YES) (NO)

 (b) Investigations as reported by registered geotechnical engineer indicate the existence of unsatisfactory soil conditions for foundations. (YES) (NO)

 (c) Investigations as reported by registered geotechnical engineer indicate the existence of a filled area. (YES) (NO*)*

 (d) Investigations as reported by registered geotechnical engineer indicate the necessity of installing caissons. (YES) (NO)

 (e) Investigations as reported by registered geotechnical engineer indicate the necessity of obtaining additional fill materials. (YES) (NO)

 (f) Investigations as reported by registered geotechnical engineer indicate the necessity of requiring piles or other deep foundations. (YES) (NO)

 (g) Investigations as reported by registered geotechnical engineer indicate the existence of other conditions on a separate sheet. (YES) (NO)

I certify to the best of my knowledge, information and belief that the Probable Construction Cost is current with the date of execution entered herein below.

Witness my hand this day of , 20 .

 Design Professional

##### SITE MEMORANDUM

1. SITE INVESTIGATIONS.

(a) Plat of Boundary‑Line Survey. The Design Professional shall not undertake the preparation of plans and specifications until he has in its possession a plat of boundary‑line survey furnished to him by the Using Agency or the Owner. In the design of the work, the Design Professional must take into consideration all easements, rights‑of‑way covenants that run with the land, and any U. S. Government "controls" that are referred to on the plat of boundary-line survey.

THE DESIGN PROFESSIONAL WILL DESIGN NO WORK EXTENDING BEYOND THE BOUNDARIES SHOWN ON THE PLAT OF BOUNDARY-LINE SURVEY WITHOUT WRITTEN CONSENT OF THE OWNER IN ADVANCE.

(b) Plat of Survey of Site Conditions. The Design Professional shall obtain a complete and accurate survey of site conditions. Said survey must give the grades and lines of streets, pavements, and adjoining properties, contours of the Site, and full information as to sewer, water, gas, electrical service, telephone service, and any other utilities. The survey may include existing vegetation at the option of the Using Agency. The Design Professional must not rely upon as-built documents of existing structures for fulfillment of its contractual obligations to obtain the plat of survey of site conditions.

The plat of survey of site conditions shall be dated and must bear the signature, seal, and registration number of the person who made the survey. In addition, a certificate exactly in the following words must appear on the plat of survey of site conditions:

CERTIFICATE OF SURVEYOR

PLAT OF SURVEY OF SITE CONDITIONS

*I certify that this plat is correct, that it gives a true representation of the conditions of the property, that all building improvements and objects are shown to scale at actual locations on the property, and that it gives a complete delineation of the grades and the lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, and other utilities. I certify further that I have examined maps filed pursuant to Ga. Laws 1969, pp. 50, et. seq., as amended, and that all gas lines shown on the site or on adjoining property within one thousand feet outside the boundary of the site as of the date of my examination,* [insert date]*, are delineated on the aforesaid plat. I certify further that all electric power lines carrying in excess of 750 volts and located on the site or within 300 feet outside the boundary of the site as of the date of this certificate are delineated on the aforesaid plat.*

In the event that any grading or site work is proposed to be done by any party or agency other than the Contractor who will construct the Project, the work must have been completed prior to obtaining (1) the Plat of Survey of Building Site Conditions and (2) the report of subsurface investigations. This is because it is indispensable that the Proposal Documents show topography and all other site conditions in strict conformity to the physical state of the site and any existing work at the time proposers will submit their proposals.

(c) Report on Subsurface Conditions. A report on subsurface investigations shall be obtained for all sites unless the work is limited to remodeling of, or construction of betterments to, the interior of an existing structure. The Design Professional must coordinate the work of the structural engineer and the geotechnical engineer, as well as any testing laboratory pertaining to the scope of the investigations that these experts recommend in order to complete these documents. The geotechnical engineer should prepare the report on subsurface conditions. In general, the report should cover a test boring program, seismic exploration (if appropriate), a laboratory testing program, and electrical resistivity testing. After the initial results of the subsurface report (Stage One Statement) are complete, the structural engineer should complete the preliminary design of the foundations and subsurface structures. This design should be provided to the geotechnical engineer, who shall then conduct such additional subsurface investigations as the geotechnical engineer shall deem appropriate. Upon completion of the Stage One Statement, the structural engineer shall make such changes to the structural design as the structural engineer deems appropriate, subject to the approval of the Design Professional.

2. INCLUSION OF SUBSURFACE DATA IN PROPOSAL PACKAGES. When the Design Professional is on notice regarding unsuitable fill or rock, the Design Professional should give immediate notice in writing to the Using Agency and Owner. The Design Professional should include as a separate line item in its Statement of Probable Construction Cost the cost to remove and replace the fill or rock, and should make provisions in the Contract for the CM/gc to include in its base price an amount to remove the estimated quantities. The unit prices established should be based upon the Design Professional’s experience in the area and verified by communicating with local contractors. The Design Professional should also compute, to the best of its professional abilities and judgment, the amount of unsuitable conditions probable to be found, and obtain from the geotechnical engineer the following opinion:

*Based upon an analysis of test borings made at the site in a reasonable number to permit the forming of a judgment and resolving doubtful signs of rock in favor of the assumption that all signs of rock represent actual conditions, it is (my) (our) opinion and best judgment that the following quantity of rock will be encountered:* [amount to be inserted by registered geotechnical engineer]*.*

The Design Professional must include language in the Supplementary General Conditions putting the proposer on notice of the existence of such unsuitable conditions. The following is sample language that should normally be used when the Design Professional has knowledge of unsuitable subsurface conditions:

*UNSUITABLE FILL*

*Proposers are to include in the base price the cost of excavating \_\_\_\_\_\_ cubic yards of unsuitable fill material. Payment will be made for all unsuitable fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event that it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of unsuitable fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all unsuitable fill material. The Design Professional shall be responsible for calculating the amount of all unsuitable fill material removed. Measurement of unsuitable fill material shall be calculated on the basis of in-place compacted fill material and not expanded hauled fill material.*

*Proposers are to include in the base price the cost of importing \_\_\_\_\_ cubic yards of additional fill material to the site. Payment will be made for all fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to haul in less than \_\_\_\_\_\_ cubic yards of fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the haul in, placement, and compaction of fill material in accordance with the project specifications for fill material. The Design Professional shall be responsible for calculating the amount of all fill material brought to the site. Measurement of cubic yards of fill material or excavation shall be calculated using compacted in-place fill material and not expanded hauled fill material.*

The following is sample language for rock:

*ROCK*

*Proposers are to include in the base price the cost of excavating \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock. Payment will be made for all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, as indicated in the Contract Documents, and replacement with earth as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications and compacted as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications. The Design Professional shall be responsible for calculating the amount of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock removed. Measurement of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock shall be calculated on the basis of in-place compacted material and not expanded hauled material. The Contractor agrees to be bound by the Design Professional’s determination of the quantity of all rock removed****.***

3. STAGE ONE AND STAGE TWO STATEMENTS.

 (a) Stage One Statement of Geotechnical Engineer:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site and, based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) surveys, and (iv) electrical resistivity tests made as I deemed necessary in my professional judgment to be suitable or advisable to the end that all subsurface conditions that might necessitate redesign or Change Orders during construction if not taken into consideration in the design of the work or provided for in the Proposal Documents, I find that:*

*(1) The following quantity of rock will be encountered: ;*

*(2) Unsuitable soil conditions for foundations will (not) be encountered;*

*(3) Springs or ground water will (not) be encountered;*

*(4) Fill areas will (not) be encountered and additional fill material will (not) be required;*

*(5) Deep foundations may (not) be necessary and the type of foundation recommended is ;*

*(6) That there is (not) suitable material elsewhere on the site to be cut and filled to remedy unsuitable subsurface conditions; and*

*(7) There are other unsatisfactory site conditions as follows:* [None or list]*.*

(b) Stage Two Statement of Geotechnical Engineer: After the foundation design, including the fixed locations of trenches, ditches, caissons, etc, has been completed and provided to the geotechnical engineer, the geotechnical engineer should complete such further tests and analysis and reporting as he deems necessary and shall furnish the following statement:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site, and have been furnished with the architectural and engineering site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, a plumbing site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, an electrical site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, and a transmittal letter dated \_\_\_\_\_\_\_\_\_\_\_\_ informing me that the aforesaid plans (a) encompass and (b) delineate the final fixed locations of all areas in which (1) trenches, (2) ditches, (3) excavations, (4) foundations, (5) elevator shafts, and (6) water wells and drainage structures will be dug, excavated, or drilled to receive new utilities or new work for the project. I hereby confirm that I have made such further subsurface analyses as are necessary in my professional judgment and have supplemented and revised my Stage One certification based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) geotechnical surveys, (iv) electrical resistivity imaging, profiling, and sounding, (v) ground penetrating radar, (vi) seismic refraction and reflection testing, etc., made as I deemed necessary in my professional judgment to be suitable or advisable. I find that all subsurface conditions have been investigated that might necessitate redesign or change order during construction (a) if not taken into consideration in the original design of the work and (b) if not provided for in the original Proposal Documents.*

4. SITE MEMORANDUM. The Site Memorandum of the Design Professional should include the information developed above in a single document reporting the following:

(a) The Plat of Survey of Building Site Conditions and surveyor’s certifications;

(b) The Report of Subsurface Conditions;

(c) The Stage One and Stage Two Statements and certifications of the Geotechnical Engineer

(d) The applicable Supplementary General Conditions, including unit prices and estimated quantities;

(e) A current Statement of Probable Construction Cost; and

(f) The following certification:

*I hereby certify, to the best of my professional skill, knowledge, information, and belief that the above plats, reports, Statements and certifications of consulting professionals are accurate, and that the unit prices and estimated quantities are my present opinion as to the costs probable to be incurred in the construction of the project pursuant to the design, drawings and specifications.*

Design Professional Signature and Seal

**ADVICE ON cONSTRUCTION pROGRESS**

*(To be attached to Every Design and Construction Budget Report and Change Order)*

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

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

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Design-Builder)

**Advice on Construction Progress For:**

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project No. \_\_\_\_\_\_\_, Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Original Contract Time: \_\_\_\_\_\_\_\_\_\_\_\_\_ consecutive calendar days.

2. Original Material Completion and Occupancy Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Extensions of Contract Time through Change Order No. \_\_\_\_ : \_\_\_\_\_\_\_\_\_\_ calendar days (aggregate).

4. Revised Material Completion and Occupancy Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. The most recent amended Construction Progress Schedule is dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

6. The date, as of this Advice. to use in reading the most recent Construction Progress Schedule, after accounting for the applicable approved extensions of Contract Time, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

7. The current percentage of Work complete (Original Contract and Change Order Work, excluding stored materials) from this Pay Application is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ %.

8. The Design-Builder is \_\_\_\_\_\_\_\_\_\_\_ % [ahead] [behind] schedule.

9. The adjusted GMP through Change order No. \_\_\_\_\_ is $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

10. A revised Construction Progress Schedule [is] [is not] being prepared by the Design-Builder as of the date of this Advice.

Design Professional Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 *(Signature)*

EXHIBIT D

MONTHLY REPORT FORMAT

The monthly report shall consist, at a minimum, of the following items:

1. Executive Summary
2. Monthly and Year to Date Design and Construction 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

**DESIGN BUILDER FEE PROPOSAL**

***(Submit In A Sealed Envelope With Project Cost Matrix)***

**1. DESIGN BUILDER’S FEE:**

Basis of Fee. The Design Builder’s fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the Design Builder as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the Design Builder performs all the requirements of the Contract Documents within the time limits established. If applicable, the fees and costs should be broken down by each site within the project.

 **A. DESIGN FEE**

Design Fee. For the design services provided by Design Professional as set forth in Section 4, Part 1 of the General Requirements Owner shall pay to Design Builder a Design Fee:

|  |  |
| --- | --- |
|  | TOTAL |
| Design Fee | $140,000.00 |

 **B. PRE-CONSTRUCTION FEE:**

Pre-Construction Fee. For the pre-construction consulting services provided by Design Builder as set forth in Section 4, Part 2 of the General Requirements Owner shall pay to Design Builder a Pre-construction Fee:

|  |  |
| --- | --- |
|  | TOTAL |
| Pre-Construction Fee | $3,544.00 |

 **B. CONSTRUCTION FEE:**

Construction Fee. For the construction services provided by Design Builder as set forth in Section 4, Part 3 of the General Requirements, Owner shall pay to Design Builder a Construction Fee.

|  |  |
| --- | --- |
|  | TOTAL |
| Construction Fee | $131,250.00 |

**2. DESIGN BUILDER’S OVERHEAD COSTS (Preconstruction and Construction):**

The Design-Builder’s Overhead Costs. The maximum amount for the Design-Builder’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.

|  |  |
| --- | --- |
| Maximum Preconstruction Overhead Costs and Expenses | $35,831.00 |
| Maximum Construction Overhead Costs | $ 210,000.00 |
| **Total Maximum Design-Builder Overhead Cost Allowance** | **$ 245,831.00** |

Attach the “Project Cost Matrix” to this Design-Builder Fee Proposal in the same sealed envelope.

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

 Proposer

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

 Name

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

 Title

EXHIBIT F

**OWNER’S PRELIMINARY SCHEDULE**

See Attached.

EXHIBIT G

**COMPONENT CHANGE ORDER**

**Design-Builder PROPOSED COMPONENT CHANGE ORDER NO**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Design Build Contract dated , 2008, the terms of which are incorporated herein by reference.

Having carefully examined the Component Construction Documents prepared(*Program Manager*) and approved by Owner on , 20 , 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 Design Build 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 Design Build Contract.

Description of Component: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The Change Order Sum comprises the following amounts:

1. Construction Sum due Trade Contractors. Subcontractors and

and Trade Suppliers $

2. Design-Builder's Estimated Cost

for Work or Material Supplied by

Design-Builder $

3. Design-Builder's component contingency %

4. Design-Builder's proportional Fee %

5. The Construction Budget is attached as Schedule B.

6. The Component Construction Progress Schedule is attached as Schedule C.

7. The undersigned guarantees the final completion of the Component on or before                        , 20 .

8. 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.

9. The Design-Builder 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..

**Design-Builder**

(Insert DB Firm Name Here)

By:

 Print Name / Title

Date:

RECOMMENDED FOR OWNER’S ACCEPTANCE:

**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. \_\_\_\_\_\_

PROJECT NAME AND DESCRIPTION

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 Design Build Contract dated , 20 , Project No. \_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Construction Documents to be hereafter prepared by the Program Manager in accordance with Schedule A and the Design Build Contract, for a Guaranteed Maximum Price.

The undersigned guarantees the Material Completion of the Work on or before the Material Completion and Occupancy Date.0

The Guaranteed Maximum Price comprises the following components:

1. Estimated Cost of the Work $

2. Design-Builder's Contingency $

3. Design-Builder's Fee $

4. Design-Builder's Maximum Construction Overhead Costs $

TOTAL (Guaranteed Maximum Price) $

5. 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 Program Manager in accordance with the assumptions stated in Schedule A.

6. The Estimated Cost of the Work includes the costs listed in Schedule B, and the Construction Contingency, and the Design-Builder's Fee as set forth on Schedule B.

7. The Guaranteed Maximum Price does not include the trades, Work categories, or other items listed, if applicable, in Schedule C.

8. The Construction Documents Schedule is attached as Schedule D.

9. The Submittal Approval Schedule is attached as Schedule E.

10. The Component Change Order Schedule is attached as Schedule F.

11. The Construction Progress Schedule is attached as Schedule G.

12. The Design and Construction Budget is attached as Schedule H.

13. The concurrence of the Program Manager to Schedules D, E, F and G is attached as Schedule I.

14. Each of Schedules A through I are part of this Proposed GMP Change Order and are incorporated herein by reference.

15. The proposed Material Completion and Occupancy Date is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

16. This offer is submitted as the proposed GMP Change Order pursuant to Section 3 Part 3 of the General Requirements of the Design Build Contract.

17. 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.

 18. The Design-Builder 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..

**Design-Builder**

(Insert DB Firm Name Here)

By:

 Print Name / Title

Date:

RECOMMENDED FOR OWNER’S ACCEPTANCE:

**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 PROGRAM MANAGER**:

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 Program Manager 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 Program Manager: *Please leave the Change Order number blank. The Owner will assign a number.*

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

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

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

Note to Program Manager:: *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

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated , 200\_\_, 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 Program Manager: *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 (Program Manager) (Owner) (Contractor) (Using Agency). *(Indicate applicable entity.*)

5. This Change Order is necessary to:

Note to Program Manager: *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 Program Manager: *Please observe that verification of quantities and prices means the Program Manager 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 Program Manager: *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 Program Manager: *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 Program Manager, and design consultants.

**APPROVED AND AGREED BY Design-Builder: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

(Insert DB Firm Here) Using Agency:

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

Date approved by Design-Builder: Date approved by Program Manager:

 **APPROVED AND AGREED BY OWNER:**

 BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

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

 Date approved by Owner:

**CHANGE ORDER FORMAT**

**(Force Account or Indeterminate Units)**

**NOTE TO PROGRAM MANAGER**:

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 Program Manager 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 Program Manager 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 Program Manager: *Please leave the Change Order number blank. The Owner will assign a number.*

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

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

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

Note to Program Manager: *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

1. Submission of this Change Order for consideration was authorized by letter from the Owner, dated , 200\_\_, 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 Program Manager: *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 (Program Manager) (Owner) (Contractor) (Using Agency). *(Indicate applicable entity.*)

Note to Program Manager: *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 Design-Builder: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

(Insert DB Firm Here) Using Agency:

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

Date approved by Design-Builder: Date approved by Program Manager:

 **APPROVED AND AGREED BY OWNER:**

 BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

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

 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 Design-Builder and checked by the Contract Compliance Specialist and Program Manager.

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 Program Manager: *Please observe the fact that verification of quantities and prices means the Program Manager 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 Program Manager: *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 Program Manager: *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 Program Manager, and design consultants.

**APPROVED AND AGREED BY Design-Builder: RECOMMENDED FOR OWNER'S ACCEPTANCE:**

(Insert DB Firm Here) Using Agency:

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

Date approved by Design-Builder: Date approved by Program Manager:

 **APPROVED AND AGREED BY OWNER:**

 BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA

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

 Date approved by Owner:

**EXHIBIT J**

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

The following schedules represent the agreement between the Owner and Design-Builder 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 Design Build 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.

***EXAMPLE***

**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 | Benefits |
|  |  |  |  |  |  |  |
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**Schedule J-2: Reasonable Annual Salary Rates**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Category*** | ***Rate*** | ***Employer-paid Taxes*** | ***Approved*** ***Benefits*** |  |
|  | Gross | FICA | GUTA | FUTA | W/C Rate | Benefits |
| Project Superintendent | $ 72,792.00 | $5,568.59 | $54.75 | $100.53 | 4.42% |  |
| Safety / Quality Control | $37,440.00 | $2864.16 | $28.16 | $80.52 | 4.42% |  |
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DATA TO BE SUPPLIED BY Design-Builder

AND REVIEWED/APPROVED BY OWNER PRIOR TO INCLUSION HEREIN

**EXHIBIT K**

**APPLICATION FOR PAYMENT**

APPLICATION FOR PAYMENT NO. PROJECT NO.

#  CERTIFICATE OF THE DESIGN-BUILDER 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

 (Design-Builder)

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) Design-Builder 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 Design-Builder ( (i) plus (j) ) $

I further certify that all claims outstanding against the undersigned Design-Builder 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 Design-Builder which are not yet paid, including all disputed claims and any claims to which the Design-Builder 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.

Design-Builder 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 Design-Builder are supported by my observations

Name Contract Compliance Specialist. Date:

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

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

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

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

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

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

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

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

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

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

**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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 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:** (Design-Builder 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.

Design-Builder \_ 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 Design-Builder 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 Program Manager 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CAPITAL ASSET ACCOUNTING Guidelines**

The Design Professional, in addition to reviewing its final Statement of Probable Construction Cost, is required to add certain specific items of information to its certification of the Contractor’s Final Certification of Costs for Capital Asset Accounting. In addition to items such as the date of the Certificate of Occupancy, and certain basic information about the Project, the Design Professional is required to assign the Building Occupancy Types, the Building Class of Construction, and the Building Useful Life.

The Building Occupancy Types are determined by reference to the list below. If a building has more than one occupancy type, indicate the percentage of the building that is used for each Building Occupancy Type.

Building Class of Construction is determined by reference to the chart below, which specifies five classes of construction. The Design Professional should determine the best class for the Project based upon the best fit for the frame, floor, roof, and wall construction. If the Project consists of more than one physically separate structure of differing types (each with its own utilities, etc.), then the Design Professional should identify each structure and the class involved. If the Project is a single integrated complex, then the Design Professional should choose the single class that best fits the project complex.

Once the Building Class of Construction is determined, the Design Professional should, by reference to the Building Useful Life guidelines, determine the appropriate building type and, given the Building Class of Construction, assign an appropriate useful life for the Project. On the guidelines, use a specific category if available. If not, use a general category matching the Project.

**Building Occupancy Types**

 Offices and Legislative Buildings ISO Code 8

 Colleges and classrooms ISO Code 25

 Dormitories ISO Code 4

 Libraries ISO Code 25

 Warehouse/Storage ISO Code 6

 Port facilities ISO Code 27

 Correctional facilities ISO Code 23

 Hospitals & health care facilities ISO Code 9

 Parks and recreational facilities ISO Code 23

 Convention Centers, Exhibition Halls, Arenas, Stadiums ISO Code 10

 Transportation Maintenance Facilities (DOT) ISO Code 7

 Armories ISO Code 12

 Parking Garages ISO Code 11

Building Classes of Construction

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Class** | **Frame** | **Floor** | **Roof** | **Walls** | **Applicable****Fire Standard** | **DOAS****Type** |
| A | Structural steel columns and beams, fireproofed with masonry, concrete, plaster, or other noncombustible material | Concrete or concrete on steel deck, fireproofed | Formed concrete, precast slabs, concrete or gypsum on steel deck, fireproofed | Nonbearing curtain walls, masonry, concrete, metal and glass panels, stone | *“Fire Resistive”*NFPA 220 Type I or IISBC Type I or IIIBC Type IA , IB or IIA | None |
| B | Reinforced concrete columns and beams; fire-resistant construction | Concrete or concrete on steel deck, fireproofed | Formed concrete, precast slabs, concrete or gypsum on steel deck, fireproofed | Nonbearing curtain walls, masonry, concrete, metal and glass panels, stone | *“Fire Resistive”*NFPA 220 Type I or IISBC Type I or IIIBC Type IA, IB or IIA  | Type 4orType 6 |
| C | Masonry or concrete load-bearing walls with or without pilasters; masonry or concrete walls with steel, fire retardant treated wood (FRTW) or concrete frame | Wood or concrete plank on steel floor joists, or concrete slab on grade | Wood or steel joists with wood or steel deck; concrete plank | Brick, concrete block, or tile masonry tilt-up, formed concrete, curtain walls | *“Ordinary”*NFPA 220 Type IIISBC Type VIBC Type IIIA or IIIB | Type 2 |
| D | Wood or steel studs in bearing wall, wood frame, primarily combustible construction | Wood or steel floor joists or concrete slab on grade | Wood or steel joists with wood or steel deck | Almost any material, generally combustible construction | *“Frame” and “Heavy Timber’*NFPA 220 Type V & Type IV (Timbers)SBC Type III or VIIBC Type IV, VA, VB | Type 1OrType 7 |
| S | Metal bents, columns, girders, purlins, and girts; noncombustible construction | Steel deck on steel floor joists, or concrete slab on grade | Steel deck on steel joists | Metal skin or sandwich panels; generally noncombustible | *“Non-Combustible”*NFPA 220 Type IISBC Type IVIBC Type IIB | Type 3 |

**Guidelines For**

**Probable Years of Useful Life by Building Type and Class**

|  Building Type Building Class |
| --- |
| Public Buildings | **A** | **B** | **C** | **D** | **S** |
| Good and excellent libraries | 60 | 60 | 55 | 50 | 50 |
| Average libraries | 55 | 55 | 50 | 45 | 45 |
| Low-cost libraries | 50 | 50 | 45 | 40 | 40 |
| Good and excellent medical offices | 50 | 50 | 45 | 40 | 40 |
| Average and low-cost medical offices | 45 | 45 | 40 | 35 | 35 |
| Good and excellent governmental buildings | 60 | 60 | 55 | 50 | – |
| Average and low-cost governmental buildings | 55 | 55 | 50 | 40 | 40 |
| Good and excellent general hospitals | 50 | 50 | 45 | 40 | – |
| Average and low-cost general hospitals | 45 | 45 | 40 | 35 | 35 |
| Good and excellent convalescent hospitals | 50 | 50 | 45 | 40 | – |
| Average and low-cost convalescent hospitals | 45 | 45 | 40 | 35 | 35 |
| Average and good dispensaries | – | – | 35 | 30 | 30 |
| Good and excellent fire stations | 50 | 50 | 45 | 40 | 40 |
| Average and low-cost fire stations | 45 | 45 | 40 | 35 | 35 |
| Average and good veterinary hospitals | 45 | 45 | 40 | 35 | 35 |
| Low-cost veterinary hospitals | – | – | 35 | 30 | 30 |
|  |  |  |  |  |  |
| Colleges and Universities | A | **B** | **C** | **D** | **S** |
| Good and excellent buildings | 60 | 60 | 50 | 45 | 45 |
| Average buildings | 50 | 50 | 45 | 40 | 40 |
| Low cost buildings | – | – | 40 | 35 | 35 |
|  |  |  |  |  |  |
| Theaters and Auditoriums | **A** | **B** | **C** | **D** | **S** |
| Excellent auditorium | 55 | 55 | 50 | 45 | – |
| Good and average auditorium | 50 | 50 | 45 | 40 | 40 |
| Low-cost auditorium | – | – | 40 | 35 | 35 |
| Good and excellent theater | 50 | 50 | 45 | 40 | – |
| Average and fair theater | 45 | 45 | 40 | 35 | 35 |
| Low-cost and cheap theater | – | – | 35 | 30 | 30 |
| Good bowling alleys | – | – | 40 | 35 | 35 |
| Low-cost average bowling alleys | – | – | 35 | 30 | 30 |
| Good skating rink and tennis clubs | – | – | 45 | 40 | 40 |
| Average skating rink and tennis clubs | – | – | 40 | 35 | 35 |
| Low-cost skating rink and tennis clubs | – | – | 35 | 30 | 30 |
| Good handball racquetball clubs | – | – | 45 | 40 | 40 |
| Average handball racquetball clubs | – | – | 40 | 35 | 35 |
|  |  |  |  |  |  |
| Sheds and Farm Buildings | **A** | **B** | **C** | **D** | **S** |
| Good creameries | – | – | 45 | – | 45 |
| Average creameries | 45 | 45 | 35 | – | 30 |
| Low-cost creameries | – | – | 25 | – | 20 |
| Grain elevator facilities | – | 60 | – | 55 | – |
| Grain storage buildings | – | – | – | 30 | 30 |
| Good and excellent dairies | – | – | 35 | 30 | 30 |
| Average dairies and fruit packing buildings | – | – | 30 | 25 | 25 |
| Low-cost dairies | – | – | 20 | 20 | 15 |
| Bulk fertilizer storage | – | – | – | 30 | 30 |
| Excellent barns and stables | – | – | 40 | – | 35 |
| Good barns and stables | – | – | 35 | 30 | 30 |
| Average barns, hog barns, stables and silos | – | – | 30 | 25 | 25 |
| Low-cost barns and stables | – | – | 20 | 15 | 15 |
| Excellent poultry houses | – | – | 30 | 25 | 25 |
| Good poultry houses, equipment, and utility sheds | – | – | 25 | 20 | 20 |
| Average poultry, equipment, and utility buildings | – | – | 20 | 15 | 15 |
| Low-cost poultry houses | – | – | 15 | 15 | 15 |
| Tobacco barns | – | – | 20 | 20 | 15 |
| Miscellaneous sheds and outbuildings |  |  | 10 to 15 yrs |
| Good greenhouses | – | – | – | 30 | 40 |
| Average lath and greenhouses | – | – | – | 20 | 25 |
| Low-cost lath greenhouses | – | – | – | 10 | 15 |
|  |  |  |  |  |  |
| Elementary and Secondary Schools | **A** | **B** | **C** | **D** | **S** |
| Good school plants | 50 | 50 | 45 | 40 | – |
| Average school plants | 45 | 45 | 45 | 40 | – |
| Low-cost school plants | – | – | 40 | 35 | – |
| Good and excellent classrooms | 50 | 50 | 45 | 40 | 40 |
| Low-cost and average classrooms | 45 | 45 | 40 | 35 | 35 |
| Cheap classrooms | – | – | 35 | 30 | 30 |
| Good and average gymnasiums | 45 | 45 | 40 | 35 | 35 |
| Good and average multipurpose, manual arts | 45 | 45 | 40 | 35 | 35 |
| Low-cost multipurpose, manual arts | – | – | 35 | 30 | 30 |
| Average shower building | – | – | 30 | 25 | 25 |
| Good and excellent day care centers | – | – | 45 | 40 | – |
| Average day care centers | – | – | 40 | 35 | 35 |
| Low-cost day care centers | – | – | 40 | 35 | – |
| Re-locatable classrooms | – | – | – | 10 | – |

# BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**Certificate of Material Completion**

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

## 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 , 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 Design-Builder 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 and

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

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. The punchlist is attached hereto. The Design-Builder 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 , .

(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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Design Professional

# BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**Certificate of Final Completion**

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

## 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 \_\_\_\_\_

 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 Design-Builder 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 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 Design Build 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 , .

(Name of Firm)

By:

Title:

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

**Schedule of Credits**

**to Owner**

[None]

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

**REVIEWED AND ACCEPTED:**

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

Design Professional

Commissioning Checklist

(Items checked must be commissioned if this Project is Subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008)

|  |
| --- |
| **COMMISSIONING CHECKLIST** |
| **PROJECT NAME:**  |
| **MECHANICAL SYSTEMS - Heating, Ventilating, and Air Conditioning (HVAC)** |
| **Main Items Included in Scope** | **Required** |  |
| ­Thermometers and gauges | **X** |  |
| Vibration isolation | **X** |  |
| Steam condensate system | **X** |  |
| Hot water heating systems | **X** |  |
| Computer room HVAC systems | **X** |  |
| Chemical water treatment systems | **X** |  |
| Chillers | **X** |  |
| Cooling towers | **X** |  |
| Condenser water system | **X** |  |
| Air terminal unit systems, VAV, PIU, etc. | **X** |  |
| Humidifiers | **X** |  |
| Duct silencers | **X** |  |
| Dampers | **X** |  |
| Variable frequency drives and motors | **X** |  |
| Air distribution systems | **X** |  |
| Exhaust air systems | **X** |  |
| Trend logs | **X** |  |
| Network communication | **X** |  |
| Test and Balance verification | **X** |  |
| Refrigeration equipment and controls | **X** |  |
| Chilled Water System | **X** |  |
|  |  |  |
| **BUILDING ENVELOPE** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Roofing system – water-proofing, insulation, roof membrane, rain and ice shield, pitch, coping, flashing, curbs for mechanical equipment, downspouts, drains, scuppers |  | **[ ]**  |
| Exterior skin – curtainwall, storefront, masonry, brick / stone veneers, precast panels, metal panels, stucco / EIFS, siding |  | **[ ]**  |
| Walls – vapor barriers, insulation, mortar nets, weeps, joints, sealants, masonry ties |  | **[ ]**  |
| Slab on grade – vapor barriers, water-proofing, drainage, foundation drains |  | **[ ]**  |
| Doors and windows – sealants, mechanical operation, sills, flashing, end dams, hardware |  | **[ ]**  |
| Water tests, mockups, wind loads, thermal infiltration |  | **[ ]**  |
| Special design features – dome, cornice, canopy, skylight, etc. |  | **[ ]**  |
| **NOTES:**  |

|  |
| --- |
| **COMMISSIONING CHECKLIST - 2** |
| **ELECTRICAL SYSTEMS** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Service switchgear |  | **[ ]**  |
| Emergency power system |  | **[ ]**  |
| Generators |  | **[ ]**  |
| Lighting controls (scheduled activators and occupancy sensors) | **X** | **-** |
| Daylight dimming controls | **X** | **-** |
| Lighting - exterior |  | **[ ]**  |
| Lighting - interior |  | **[ ]**  |
| Switchboards |  | **[ ]**  |
| Distribution panel boards |  | **[ ]**  |
| Motor Control Centers |  | **[ ]**  |
| Power monitoring and metering | **X** | **-** |
| Transient voltage surge suppressors |  | **[ ]**  |
| Variable frequency and speed drives |  | **[ ]**  |
| Grounding and ground fault systems |  | **[ ]**  |
| Over-current protective devices |  | **[ ]**  |
| Low voltage bus ways |  | **[ ]**  |
| Thermographic survey |  | **[ ]**  |
| White noise system |  | **[ ]**  |
| Paging system and security |  | **[ ]**  |
| ATS auto transfer switches |  | **[ ]**  |
| Buss duct and tap devices |  | **[x]**  |
| Fire alarm and smoke detectors |  | **[ ]**  |
| Standby and emergency power systems |  | **[ ]**  |
| Emergency lighting |  | **[ ]**  |
| Security systems |  | **[ ]**  |
| Electrical primary voltage system |  | **[ ]**  |
| Transformers |  | **[ ]**  |
| **NOTES:** |
| **COMMISSIONING CHECKLIST - 3** |
| **LABORATORY SYSTEMS** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Lab waste neutralization |  | **[ ]**  |
| Fume hoods | **X** | **-** |
| Special gas manifolds |  | **[ ]**  |
| Vacuum air system |  | **[ ]**  |
| Compressed air system |  | **[ ]**  |
| Emergency shower / eyewash |  | **[ ]**  |
| Sinks and drains | **X** | **-** |
| Electronic calendaring or directory |  |  |

|  |
| --- |
| **PLUMBING SYSTEMS** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Cleaning / flushing water systems |  | **[ ]**  |
| Trap primers |  | **[ ]**  |
| Vibration isolation |  | **[ ]**  |
| High purity water system |  | **[ ]**  |
| De-ionized water system |  | **[ ]**  |
| Thermometers and gauges |  | **[ ]**  |
| Irrigation systems |  | **[ ]**  |
| Water filtration (general use) |  | **[ ]**  |
| Domestic hot water systems | **X** | **-** |
| Tempered water systems | **X** | **-** |
| Fuel oil / gas systems |  | **[ ]**  |
| Potable water and booster pump systems |  | **[ ]**  |
| Sump pumps and electors |  | **[ ]**  |
| Backflow preventers and relief valves |  | **[ ]**  |
| Compressed air systems (non-lab use) |  | **[ ]**  |
|  |  |  |
| **RENEWABLE ENERGY SYSTEMS** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Heat recovery systems | **X** | **-** |
| Controls and thermostats | **X** | **-** |
| Photovoltaic cell panels (solar power systems) | **X** | **-** |
| Solar hot water systems | **X** | **-** |
| Geothermal systems | **X** | **-** |
| **NOTES:** |

|  |
| --- |
| **COMMISSIONING CHECKLIST - 4** |
| **RETRO-COMMISSIONING** |
| **Main Items Included in Scope** | **Required** | **Options****Selected** |
| Compressed air system |  | **[ ]**  |
| Steam condensate system |  | **[ ]**  |
| Hot water heating system |  | **[ ]**  |
| Computer room HVAC system |  | **[ ]**  |
| Chemical water treatment system |  | **[ ]**  |
| Chillers |  | **[ ]**  |
| Cooling towers |  | **[ ]**  |
| Air terminal unit systems, VAV, PIU, AHU, etc. |  | **[ ]**  |
| Humidifiers and controls |  | **[ ]**  |
| Dampers |  | **[ ]**  |
| Variable frequency drives and motors |  | **[ ]**  |
| Air distribution systems |  | **[ ]**  |
| Exhaust air systems and building pressurization controls |  | **[ ]**  |
| Building automation systems, including controlled devices, sensors, control loops, and logic |  | **[ ]**  |
| Lighting controls (scheduled activators and occupancy sensors) |  | **[ ]**  |
| HVAC DX systems |  | **[ ]**  |
| Domestic hot water systems |  | **[ ]**  |
| **NOTES:** |











**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:///%5C%5Cbortw-s010.atl.bor.usg.edu%5Chome%5Cssrader%5C__Active%5CGSOU%5CBR-66-1001%20Physical%20Plant%5CLegal%5CContracts%5CBusinessDevelopment%40usg.edu).