##### EXHIBITS

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##### EXHIBIT A – LIST AND DESCRIPTION OF ADDITIONAL SERVICES

Additional Services shall be provided only upon prior written authorization by the Owner and shall be paid for by the Owner as provided in this Exhibit. The descriptions or scope of work of the Additional Services included in this Contract at Contract execution are to be included on this Exhibit A or, if appropriate, on Exhibit H or following exhibits. Additional Services added after Contract execution, if any, shall be added by Contract amendment.

***Note 1:*** *An Additional Service may include services in both the design and the Construction Contract Administration phases. Each blank should be filled with one of the following three choices: (i) “Included,” for a service included within the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; (ii) a dollar amount for an agreed Additional Service not included in the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; or (iii) “N/A” for a service not included in the Contract. Each dollar amount must be followed by an indication whether it is a fixed price lump sum (FP) or a guaranteed maximum price (GMP). Allowable reimbursable expenses for the selected Additional Services shall be included in the description of scope of work description. Reimbursable expenses are additional to a fixed price lump sum fee, but are included within a GMP.*

***Note 2:*** *In the event the actual construction of the Project is not commenced, no Additional Services related to Construction Contract Administration shall be incurred and a written amendment to this Contract should be put into place.*

**ADDITIONAL SERVICES.**

**ADDITIONAL SERVICES.**

**DESIGN CONTRACT DESCRIPTION**

 **ADMINISTRATION**

            Description of Scope of Services

 Subtotals

 **Grand Total of all fixed price and guaranteed maximum price amounts for additional service fees selected at Contract execution**

**Unit Prices for Additional Site Visits : (*See also* Exhibit A-1):**

 Architect

 Civil Engineer

 Structural Engineer

 Mechanical Engineer

 Electrical Engineer

 Landscape Design Professional

 Building Official

 Other

**EXHIBIT A - 1**

**SCHEDULE OF ANTICIPATED MEETINGS & SITE VISITS**

**(Included in Basic Services Fee)**

**Schedule A-1 (Part I)**: Anticipated Meetings with Owner/Using Agency to Develop and Review and Project Design

Meetings includes participation by architect, structural engineer, civil engineer, mechanical engineer, and electrical engineer and specialty consultants as needed)

*Schematic Design Phase*

 Meeting with Using Agency & City for Utility Service Coordination

 Design Charette with Using Agency

Conceptual Design Review Meeting with Using Agency

Schematic Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Preliminary Design Phase*

 Preliminary Design Review Meeting with Using Agency

 Preliminary Design Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Construction Document Phase*

 50% CD Review Meeting with Using Agency

 100% Document Review with Using Agency & Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A-1 (Part II)**: Anticipated Site Visits to perform Construction Contract Administration or Building Official Visits

 (Based upon a \_\_\_\_\_\_ month Construction Schedule)

*Standard Site Visits*

Architect \_\_\_\_ Site Visits

Structural Engineer \_\_\_\_ Site Visits

Civil Engineer \_\_\_\_ Site Visits

Mechanical Engineer \_\_\_\_ Site Visits

Electrical Engineer \_\_\_\_ Site Visits

*Other (as applicable):*

Specialty consultants \_\_\_\_ Site Visits

Commissioning Agent \_\_\_\_ Site Visits

Building Official \_\_\_\_ Site Visits

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

Total Visits \_\_\_\_ Site Visits

**EXHIBIT B – SCHEDULE OF HOURLY RATES**

The hourly rates to be included in the invoices shall be as follows:

(Titles and rates as applicable to Design Professional)

These hourly rates may be adjustable annually on the anniversary date of this Contract subject to the customary salary policies of the Design Team member firms and the approval of the Owner.

##### EXHIBIT C – THE OWNER’S PREDESIGN STUDY OR PROGRAM

**[**See Attached**]**

##### EXHIBIT D – PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE

**[**See Attached**]**

##### EXHIBIT E – CONSTRUCTION CONTRACT GENERAL CONDITIONS

***SELECT THE APPROPRIATE STATEMENT  REMOVE THIS REFERENCE PRIOR TO CONTRACT AWARD!***

***IF BOR Managed, include the following:  REMOVE this reference prior to contract award***

General Requirements for the Construction Contract can be found at the following URL. If you are unable to access this document, please contact the Director of Contracts & Services for the Board of Regents via email (Sheree.Srader@USG.edu).

URL: [http://www.usg.edu/ref/contracts/contracts/](http://www.usg.edu/ref/contracts/contracts/cm_contract_cmgc.pdf)

***IF GSFIC Managed, include the following:  REMOVE this reference prior to contract award!***

The Construction of this project will be managed by Georgia State Financing and Investment Commission – Construction Division. The appropriate Construction Contract and associated General Requirements can be found at the following URL. If you are unable to access this document, please contact the Contracts Manager for Georgia State Financing and Investment Commission via email (jlacks@gsfic.ga.gov).

URL:

[http://gsfic.georgia.gov/vgn/images/portal/cit\_1210/33/10/80435877(CMGC)%20GSFIC%20Construction%20Management%20Agreement.pdf](http://gsfic.georgia.gov/vgn/images/portal/cit_1210/33/10/80435877%28CMGC%29%20GSFIC%20Construction%20Management%20Agreement.pdf)

##### EXHIBIT F – STATEMENT OF PROBABLE CONSTRUCTION COST FORMAT

**CSI UNIFORMAT™ COST CLASSIFICATION**

****

# INSTRUCTIONS:

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 the Construction 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 CONSTRUCTION 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 Contractor:\*\*\* $**

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

 **TOTAL PROBABLE CONSTRUCTION COST: $**

**Notes:**

**\*** *Building and Building Improvements: Include totals from CSI Categories / Major Groups A, B, C, D, F, G (only costs* inside *the building footprint, which is based upon a line five feet outside the building structure), and Z.*

**\*\*** *Infrastructure: Include totals from CSI Categories / Major Groups G (only costs* outside *the building footprint, which is based upon a line five feet outside the building structure), 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.*

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

Upon completion of the Project, the Contractor will be certifying actual capital costs in a similar manner, following the cost breakdowns specified in the General Conditions for the Contractor’s Applications for Payment. The Design Professional, in reviewing the Contractor’s Final Certification for Capital Cost Accounting, should refer to its final Statement of Probable Construction Cost in making the Design Professional’s certification (see Exhibit L 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 that is beyond the scope of this Project as defined by the Predesign Study (or Program) referred to in Paragraph 1 of this certificate.
5. I certify to the best of my knowledge, information, and belief that:
	1. 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 ;
	2. The total cubage of this Project, per attached computations, is ;
	3. The estimated cost per square foot based on the anticipated low Bid (or anticipated initial GMP Change Order) for a turnkey job is, $ ;
	4. The estimated cost per cubic foot based on the anticipated low Bid (or anticipated initial GMP Change Order) for a turnkey job, is $ ;
	5. The separate estimated cost of grading site, per attached detailed breakdown or engineering figure, in compliance with the Site Memorandum, is $ ; and
	6. The time required for completion of construction is estimated to be calendar days from 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 Conditions to the Construction Contract. Accordingly, the Design Professional notifies the Owner of the following conditions below the surface of the ground that are at variance to the conditions indicated by the drawings and specifications or that may subsequently require adjustments in the Contract sum:

* 1. Investigations as reported by registered geotechnical engineer indicate the existence of springs or ground water. (YES) (NO)
	2. Investigations as reported by registered geotechnical engineer indicate the existence of unsatisfactory soil conditions for foundations. (YES) (NO)
	3. Investigations as reported by registered geotechnical engineer indicate the existence of a filled area.
	 (YES) (NO*)*
	4. Investigations as reported by registered geotechnical engineer indicate the necessity of installing caissons.
	 (YES) (NO)
	5. Investigations as reported by registered geotechnical engineer indicate the necessity of obtaining additional fill materials. (YES) (NO)
	6. Investigations as reported by registered geotechnical engineer indicate the necessity of requiring piles or other deep foundations. (YES) (NO)
	7. 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 hereinbelow.

Witness my hand this day of , 20 .

Design Professional

##### EXHIBIT G – SITE MEMORANDUM

***NOTE:*** *See also Reference 1, The Policy, for instructions and guidelines on completing the 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 Bidding 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 bidders 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 BID 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 Contractor to include in its Bid 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 bidder 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*

*Bidders are to include in the Bid 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.*

*Bidders are to include in the Bid 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*

*Bidders are to include in the Bid 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 Bidding 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 bidding 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

## EXHIBIT H

## DESIGN PROFESSIONAL AFFIDVIT 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:**

**DESIGN PROFESSIONAL AFFIDAVIT, CERTIFICATE AND AGREEMENT**

 **COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned design professional (“Design Professional”), 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, Design Professional 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. Design Professional 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. Design Professional 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.

 Design Professional verifies and warrants it employs the following federal verification program(s):

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

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

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

3.

 The Design Professional 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 Subconsultant 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. Subconsultant 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 Design Professional 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. Design Professional warrants that Design Professional has included this requirement in all written agreements with any subcontractors engaged to perform services for this Project.

4.

The Design Professional 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 Design Professional agrees to review its subcontracts and other agreements annually with the Treasury website for compliance, and maintain a record of its reviews.

5.

 Design Professional 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 Design Professional 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 Design Professional, 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.

Design Professional Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

**FURTHER AFFIANT SAYETH NOT.**

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

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

## CONSULTANT AND

## SUBCONSULTANT 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:**

**CONSULTANT AFFIDAVIT, CERTIFICATE AND AGREEMENT**

 **COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned consultant, supplier or subconsultant (“Consultant”), 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, Consultant 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. Consultant 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. Consultant 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.

 Consultant verifies and warrants it employs the following federal verification program(s):

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

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

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

3.

 The Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant warrants that Consultant has included this requirement in all written agreements with any subcontractors engaged to perform services for this Project.

4.

The Consultant 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.

 Consultant 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 Consultant 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 Consultant, 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.

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

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

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

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

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

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

**FURTHER AFFIANT SAYETH NOT.**

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

 Consultant 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:\_\_\_\_\_\_\_\_\_\_\_

**Exhibit I – ADVICE ON cONSTRUCTION pROGRESS**

**FOR CERTAIN CHANGE ORDERS**

*(To be attached to every Change Order that requests an extension of Time)*

Date:

To: (Owner)

and

 (Contractor)

**Advice on Construction Progress For:**

Application for Payment 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 Overall Project Schedule is dated: .

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

7. The following defective or deficient Work has been identified: .

8. The current percentage of Work complete (Original Contract and Change Order Work, excluding stored materials) from this Application for Payment and Advice is %.

9. The Contractor is % [ahead] [behind] schedule.

10. The adjusted Contract sum through Change Order No. is $ .

11. A revised Overall Project Schedule [is] [is not] being prepared by the Contractor as of the date of this Advice.

Design Professional Date:

By:

 *(Signature)*

**EXHIBIT J**

**CERTIFICATE OF MATERIAL COMPLETION**

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

## Institution \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Architect** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Design Professional issues this Certificate of Material Completion of the Project and states to the best of his knowledge, information and belief, limited to his on-site observations, 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 Contractor 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 Contractor 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: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EXHIBIT K**

**CERTIFICATE OF FINAL COMPLETION**

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

## Institution \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Architect** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Design Professional issues this Certificate of Material Completion of the Project and states to the best of his knowledge, information and belief, limited to his on-site observations, 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 contractor has furnished evidence satisfactory to the undersigned that all payrolls, material bills, and other indebtedness connected with the work have been paid.

4. A final 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 that require a Design Professional’s presence 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. To the best of his knowledge, information and belief, limited to his on-site observations, 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 Professional 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]

**Exhibit L – CAPITAL ASSET ACCOUNTING**

The Design Professional shall have reached a final Statement of Probable Construction Cost prior to completion of the Project, which Statement shall include the probable costs in each accounting category required by GASB-34 accounting principles (see Exhibit F above). During the construction administration phase, each Application for Payment, and each approved Change Order, will have actual cost breakdowns set out by the same capital asset categories. These will be reflected in the Contractor’s Final Certification of Costs for Capital Asset Accounting, a copy of which is attached hereto.

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 | – |

**General Format from General Conditions for:**

**FINAL CERTIFICATION OF COSTS FOR CAPITAL ASSET ACCOUNTING**

Date

To: (Owner)

The following accounting of costs for Project No. XXX-###, Project Name

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 Statement:

1. **BUILDING AND BUILDING IMPROVEMENTS: \* $**
2. **INFRASTRUCTURE: \*\* $**
3. **FURNISHINGS AND EQUIPMENT: \*\*\* $**

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

 **TOTAL: $**

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

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

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

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

*I certify to the best of my knowledge, information, 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.*

NAME OF CONTRACTOR COMPANY

By: Title: Date

 *(Signature)*

CERTIFICATE OF THE DESIGN PROFESSIONAL

*I state to the best of my knowledge, information, and belief,*  *limited to my on-site observations, that the amounts certified by the Contractor are consistent with the estimates provided in my final Statement of Probable Construction Cost for the project; that the Building Improvement contains a footprint based upon a line five 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 state that to the best of my knowledge, information and belief the design intent for this project is that the Building and the 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.*

DESIGN PROFESSIONAL

By: Title: Date

 *(Signature)*

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 OF USING AGENCY OR OWNER

By: Title: Date

 *(Signature)*

**Exhibit M – DESIGN PROFESSIONAL’S KEY PERSONNEL AND CONSULTANTS**

Design Professional’s Key Personnel and Role Descriptions

Position Person Office Location

Principal-In-Charge TBD TBD

Project Director TBD TBD

Project Designer TBD TBD

Project Planner TBD TBD

Lead Programmer TBD TBD

Planner/Programmer TBD TBD

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

Design Professional’s Consultants and Role Descriptions

TBD Associate Architect

TBD Interior Design

TBD Civil Engineering

TBD Landscape Design

TBD Mechanical

TBD Electrical

TBD Plumbing

TBD Structural

TBD Food Service

TBD Elevator/Pneumatic Tube

TBD Telecommunications

TBD Medical Equipment Planning

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

**Exhibit N – COMMISSIONING CHECKLIST**

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

|  |
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| **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:** |

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| **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 |  |  |

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| **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:** |

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| **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:** |









**Regents Building Projects Procedures Manual or GSFIC Process Guide**

**(See link for applicable Reference)**

Board of Regents Building Projects Procedures Manual:

<http://www.usg.edu/ref/capital/bppmanual/>

GSFIC Process Guide: <http://gsfic.georgia.gov/vgn/images/portal/cit_1210/29/26/133017258Process%20Guide%202009.pdf>