#### DBB FORMS PACKET

**VERSION 6-8-20**

**FORMS FOR USE BY THE DESIGN PROFESSIONAL AND CONTRACTOR**

**FOR**

**GEORGIA STATE FINANCING AND INVESTEMENT COMMISSION**

**DBB PROJECTS**

#### DBB CONTRACT FORMS

The following forms are referenced in the GSFIC Design-Bid-Build Contract, GSFIC-AD-150, and the GSFIC Design Professional Agreement for DBB Delivery, GSFIC-AD-170. These forms must be completed to comply with the terms of the Construction Management Agreement and Design Professional Agreement. Downloadable versions of these forms are provided in eBuilder.

|  |  |
| --- | --- |
| **Forms Applicable to Design Professional:** | |
| **Form Name** | **Form Number** |
| Design Professional’s Statement of Probable Construction Cost | [GSFIC-CS-407g (03-15-09)](#StmtConstructionCost) |
| Energy Act Commissioning & Water Use Reduction Checklists | [GSFIC-AD-123c (4-5-16)](#CommissioningChecklist) |
| Advice on Construction Progress | [GSFIC-CS-417 (03-15-09)](#AdviceConstructionProgress) |
| Design Professional’s Site Investigations Report | [GSFIC-CS-406g (6-8-20](#SiteInvestigationsReport)) |
|  |  |
| **Forms Applicable to Construction Professional:** | |
| **Form Name** | **Form Number** |
| Performance Bond | [GSFIC-AD-101 (4-5-16)](#PerformanceBond) |
| Payment Bond | [GSFIC-AD-102 (4-5-16)](#PaymentBond) |
| Certificate of Manufacturer | [GSFIC-AD-114 (4-5-16)](#CertificateofManufacturer) |
| Payment Affidavit | [GSFIC-AD-103 (4-5-16)](#PaymentAffidavit) |
| Five Year Bond on Roofs and Walls | [GSFIC-AD-113 (4-5-16)](#FiveYearBondonRoofsandWalls) |
| Material Completion Checklist | [GSFIC-CS-401 (4-5-16)](#MaterialCompletionChecklist) |
| Trade Contractor Retainage Release Certificate | [GSFIC-AD-110 (4-5-16)](#TradeContractorRetainageRelease) |
| Final Certification of Costs for Capital Asset Accounting | [GSFIC-AC-202 (4-5-16)](#FinalCertofCostsCapitalAsset) |
| Contractor Affidavit Under O.C.G.A. § 13-10-91 (b)(1) (aka “Immigration Affidavit”) | [GSFIC-AD-122 (4-5-16)](#ContractorImmigrationAffidavit) |
| Subcontractor Affidavit Under O.C.G.A. § 13-10-91(b)(3) (aka “Immigration Affidavit”) | [GSFIC-AD-122S (4-5-16)](#SubcontractorImmigrationAffidavit) |
| Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91(b)(4) (aka “Immigration Affidavit”) | [GSFIC-AD-122SS (4-5-16)](#SubSubcontractorImmigrationAffidavit) |
| Off-Site Stored Materials Agreement | [GSFIC-CS-420 (4-5-16)](#OffSiteStoredMaterials) |
| Consent of Surety | [GSFIC-AD-104 (4-5-16)](#ConsentofSuretytoPayment) |
|  |  |
|  |  |
| **Forms Applicable to Design Professional and Construction Professional** |  |
| Change Order \* | [GSFIC-AD-E109 (4-5-16)](#CO) |
| Force Account Authorization \* | [GSFIC-AD-E123 (4-5-16)](#FAA) |
| Force Account Change Authorization \* | [GSFIC-AD-E123A (4-5-16](#FAChange)) |
| Credit for Acceptance Change Order \* | [GSFIC-AD-E200 (4-5-16)](#CreditforAcceptance) |
| Energy Act Georgia-Based Materials and Products Checklist | [GSFIC-AD-123 (4-5-16)](#GeorgiaBasedMaterials) |
| Design Professional’s Certificate of Material Completion | [GSFIC-AD-116 (4-5-16)](#CertofMC) |
| Design Professional’s Certificate of Punchlist Completion | [GSFIC-AD-117 (4-5-16)](#CertificateofIterimPunchlistCompletion) |
| Design Professional’s Certificate of Final Completion | [GSFIC-AD-119 (4-5-16)](#CertificateofFinalCompletion) |

\* These Forms are produced in eBuilder but are provided here as a reference.

**DESIGN PROFESSIONAL’S**

**STATEMENT OF PROBABLE CONSTRUCTION COST**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Design Professional: |  |

**INSTRUCTIONS AND CERTIFICATE:**

a). 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. 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 approval prior to its use.

b). Statements of Probable Construction Cost shall be coordinated and consistent with project descriptions, plans, drawings, and specifications at the time the statement is prepared and shall be in a spreadsheet format. 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. 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

c). 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.

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

e). 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: $0.00
2. INFRASTRUCTURE: $0.00
3. FF&E [Incorporated into the Construction Agreement): $0.00

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

TOTAL PROBABLE CONSTRUCTION COST: $0.00

f). Required Certifications on the Statement of Probable Construction Cost:

1. I certify that I have examined the Owner’s Pre-Design or Program (Exhibit A) and to the best of my knowledge, information, and belief the Probable Construction Cost furnished herein covers all work to be drawn, specified, and constructed under the Owner’s Pre-Design or Program (Exhibit A) and necessary for the completion and occupancy of the Project with the following exceptions: (List and detail any exceptions or qualifications to the scope of work identified in Exhibit A)
2. 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 Owner’s Pre-Design or Program (Exhibit A) Project with the following exceptions: (List and detail any exceptions or qualifications to the scope of work identified in Exhibit A)
3. 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 stated on Page 3 and attached computations, is      ;
   2. The estimated cost per square foot based on the anticipated low Bid (*Design-Bid-Build Delivery Method*) or Total Guaranteed Maximum Price on GMP Change Order (*CM/GC or Design-Build Delivery Method*) for a complete job is $0.00;
   3. The time estimated for Material Completion is       calendar days from the date of commencement of work.
4. Subsurface Investigations. The Design Professional certifies he has obtained a report from a geotechnical engineer or independent testing laboratory, signed by a registered geotechnical engineer, who furnishes both the Stage One and the Stage Two Statements as described in the Site Investigations Report (Form GSFIC-CS-406).

The Design Professional advises that the costs necessary to address any adverse subsurface conditions have been included in the Statement of Probable Construction Cost and that the Design Professional, as applicable, has included or will include specific language See note below for addressing such adverse subsurface conditions in (a) the Bid Documents (*Design-Bid-Build Delivery Me*thod), or (b) the Component Change Order Construction Documents or GMP Change Order Construction Documents (*CM/GC or* *Design-Build Delivery Method*) as described in Paragraph 2 of the Site Investigations Report.

*Note: Such specific language including unit prices shall be provided to the Owner for insertion in the Supplementary General Requirements. For CM/GC and Design-Build projects, if the Supplementary General Requirements have been issued without this information, the Owner may add this information by Change Order to the CM/GC or Design-Builder (for Construction Professional’s inclusion in trade/sub contracts); or, the Design Professional may include this information directly in the specific CM/GC Component Construction Documents for site grading and related subsurface work.*

The Design Professional estimates that the cost of addressing any identified adverse subsurface conditions will be approximately $0.00 as more fully defined on an attached detailed estimate.

Notwithstanding the above, the Design Professional advises of the following subsurface conditions identified by the geotechnical engineer that will be encountered by the Construction Professional:

The following quantity of rock:       cy.

The existence of springs or ground water.

The existence of unsatisfactory soil conditions for foundations.

The existence of a filled area.

The necessity of installing caissons.

The necessity of obtaining additional fill materials.

The necessity of requiring piles or other deep foundations.

The existence of other conditions as provided on the attached separate sheet.

I certify to the best of my knowledge, information, and belief that the Probable Construction Cost is current as of the following date.

Executed this       day of      , 20     .

Design Professional

ATTACHMENTS: 1. Detailed Estimates

2. Computation of Square Footages

3. Detailed Estimate of Identified Adverse Sub-Surface Conditions

4.

**Criteria for Calculations of Square Footages**:

Definition: The square footage of a building is the actual area enclosed within the outer surfaces of the outside or enclosing walls. The total square footage measured from the outside walls of the building at the ratios listed below should be computed.

Interpretation: The above definition requires the area of penthouses, vaults, pits, enclosed porches, and other enclosed appendages to be included as part of the square footage of the building. It does not include the area of light shafts open at the top or the area of outside steps, walks, or platforms.

Equalization of Areas: To reduce the square footage to a common denominator, it is necessary to establish a ratio for areas varying from open covered areas, areas with unusual ceiling heights or areas below ground level. The following ratios are established:

1. Areas to be figured at 1/2 actual area:

Open covered walkways/corridors, free standing or attached to buildings, unusual areas.

1. Areas to be figured at actual area:

Classrooms, libraries, offices, laboratories, shops, toilet rooms, enclosed corridors, storage and service rooms, boiler rooms above grade, entrances and covered porches.

1. Areas to be figured at 1-1/2 actual area:

Cafeterias, assembly rooms, gymnasiums, and other spaces of high ceiling height, as well as boiler rooms, fuel rooms, and storage rooms below grade.

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 systems | 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 |  |  |
| Transient voltage surge suppressors | **X** |  |
| Variable frequency and speed drivers |  |  |
| 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 |  |  |
| Fire alarm and smoke detectors |  |  |
| Standby and emergency power systems |  |  |
| Emergency lighting |  |  |
| Security systems |  |  |
| Electrical primary voltage system |  |  |
| Transformers |  |  |
| **NOTES:** | | |

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| --- | --- | --- |
| **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 |  |  |
| Electronic calendaring or directory | **X** |  |
| **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 |  |  |
| Tempered water systems |  |  |
| 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:** | | | |

6.1 **Commissioning Checklist**

Project Name:

Project Number:

Note: The Commissioning Checklist serves to certify compliance with the requirement of Section 1.1 – Commissioning Requirements. This Checklist should be completed at the end of the construction phase of the project, as outlined in the Typical Time Frame column below. This form must be submitted to the agency owner at completion

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Commissioning Task** | **Responsible Team Member** | **Typical Time Frame** | **Responsible Team Member Sign Off** | **Completion Date** |
| Prepare OPR | Owner | Prior to beginning of Design Documents |  |  |
| Prepare BOD | A/E Team | During the Design Phase |  |  |
| Prepare a Cx Plan | CxA | During the Design Phase |  |  |
| Incorporate Cx Requirements into Construction Documents | CxA | CxA will review existing project specifications and and incorporate commissioning requirements |  |  |
| Introduction and task assignment meeting, i.e. Cx Kickoff | CxA | When all contractors have been selected. This meeting is to introduce everyone needed in the Cx process and define roles and responsibilities. |  |  |
| Verification of Installation | CxA | CxA will be walking job periodically as the job progresses looking for system wide issues that may prove to be functional problems later. |  |  |
| Completion of start-up test sheets | CxA | This should happen when the equipment begins to arrive on the job. It is the contractor’s responsibility to properly fill them out and return to the CxA. Factory start-up sheets are preferable. If the contractor does not have anything to use, the CxA will supply the sheets for them. |  |  |
| Functional performance tests and verification of TAB Reports | CxA/Contractors | Require the participation of all sub contractors and CxA designated personnel. This should take place prior to the CO. If any problems arise during testing, some amount of time may be required to correct problems and this should also be considered before CO date. |  |  |
| Summary (final) commissioning report | CxA | Provided by the CxA after substantial progress has been made with resolving the discrepancies and deficiencies identified during functional performance testing. |  |  |

I have complied with the Energy Efficiency and Sustainable Construction Standards for State Buildings requirements for commissioning.

Signed (Responsible Team Member):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Water-Use Reduction Checklist**

Project Name:

Project Number:

Note: The Water-Use Reduction Checklist serves to certify compliance with the requirement of Section 1.2- Water Use Reduction Requirements. Utilize the following spreadsheets to determine water use reduction from baseline design to proposed design alternatives. This Checklist should be completed at the end of the Design Document phase of the project. The form must be submitted to the agency owner at completion.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Design Case** | | | | | |
| **Flush Fixture** | **Daily Uses** | **Flow Rate (GPF)** | **Duration (flush)** | **Occupants** | **Water Use (gal)** |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
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| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| **Flow Fixture** | **Daily Uses** | **Flow Rate (GPM)** | **Duration (seconds)** | **Occupants** | **Water Use (gal)** |
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| Total Daily Volume (gal)  Annual Work Days 260  **Total Annual Volume (gal)** | | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Baseline Case** | | | | | |
| **Flush Fixture** | **Daily Uses** | **Flow Rate (GPF)** | **Duration (flush)** | **Occupants** | **Water Use (gal)** |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| (male) |  |  |  |  |  |
| (female) |  |  |  |  |  |
| **Flow Fixture** | **Daily Uses** | **Flow Rate (GPM)** | **Duration (seconds)** | **Occupants** | **Water Use (gal)** |
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|  |  |  |  |  |  |
| Total Daily Volume (gal)  Annual Work Days 260  **Total Annual Volume (gal)** | | | | | |

I have complied with the Energy Efficiency and Sustainable Construction Standards for State Buildings requirements for water-use reduction.

**Signed (Responsible Team Member):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Organization:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DESIGN PROFESSIONAL’S**

**ADVICE ON CONSTRUCTION PROGRESS**

*(Required for every Change Order that requests an extension of Time)*

|  |  |
| --- | --- |
| Owner: | Georgia State Financing & Investment Commission |
| Project Name: | «Project\_Name» |
| Construction Professional: | «ProjectCustom\_ConstructionProfessional» |
| Design Professional: | «ProjectCustom\_DesignProfessional» |
|  | |  |
|  | |  |

**Advice on Construction Progress**

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 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 Periodical Estimate and Advice is:       %.

8. The Construction Professional is       %  ahead  behind schedule.

9. The adjusted Contract Price through Change order No.      is $      .

10. A revised Construction Progress Schedule  is  is not being prepared by the Construction Professional as of the date of this Advice.

11. The following defective or deficient work has been identified:

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

*(Signature)*

Date:

**DESIGN PROFESSIONAL’S**

**SITE INVESTIGATIONS REPORT**

Project No. and Name:

Design Professional:

***NOTE:*** *See also the Process Guide, for instructions and guidelines on completing the Site Investigations Report. This Site Investigations Report is prepared for use on Design-Bid-Build, CM/GC and Design-Build Projects.*

The Site Investigations Report is prepared by the Design Professional from information obtained by surveyors, geotechnical engineers and the Design Professional’s engineering consultants. The purpose of the Site Investigations Report is to determine, to the best professional ability practical, the condition of the proposed building site and further to use this information to prepare bid documents or Component Change Order documents, or Guaranteed Maximum Price Change Order documents with correlating Supplementary General Requirements which will address such adverse sub-surface conditions, if any, to the best value of the Owner.

The Site Investigations Report of the Design Professional shall include the following information presented in a single report format:

(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 draft 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

1. SITE ANALYSIS.

(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 other property restrictions. If a current Plat of Boundary-Line Survey is not available from the Using Agency a substitute property survey may be acceptable if approved by the Owner.

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 the Georgia Facility Protection Act. O.C.G.A. 30-3-1 et seq., 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 Construction Professional 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, Component Change Order Documents or Guaranteed Maximum Price Change Order 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 or Trade Contractors 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 DOCUMENTS, COMPONENT CHANGE ORDER DOCUMENTS OR GUARANTEED MAXIMUM PRICE DOCUMENTS. When the Design Professional is on notice regarding unsuitable soils, rock, or other adverse sub-surface conditions (buried foundations, the Design Professional should give immediate notice in writing to the 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 unsuitable soil, rock or other adverse sub-surface condition, and should make provisions in the applicable Contract Documents for the Contractor or Trade Contractor to include in its bid proposal 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 and approved by the Owner. 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 Owner must include language in the Supplementary General Requirements putting the bidder or Trade Contractor on notice of the existence of such unsuitable conditions. The following is sample language that should normally be prepared by the Design Professional (and forwarded in draft form to the Owner) when unsuitable subsurface conditions are known to exist. If adverse sub-surface conditions are more than unsuitable soil or rock, additional language covering these specific conditions shall be prepared:

*UNSUITABLE FILL*

*A portion of the specified soil excavations are to be used on the Project as fill and additional excavations may be required to remove and replace unsuitable materials. Bidders/Trade Contractors are to include in the bid proposal 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 $0.00 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 $0.00 per cubic yard. The unit price of $0.00 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/Trade Contractors are to include in the bid proposal 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 $0.00 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 $0.00 per cubic yard. The unit price of $0.00 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/Trade Contractors are to include in the bid proposal the cost of excavating       cubic yards of*  *rock. Payment will be made for all rock in excess of       cubic yards at the net unit price of $0.00 per cubic yard, which includes all overhead and profit. In the event it is necessary to excavate less than       cubic yards of rock, the Owner will take a credit of $0.00 per cubic yard. The unit price of $0.00 per cubic yard shall include the excavation, haul off, and disposal of all l rock, as indicated in the Contract Documents, and replacement with earth as required by       of the specifications and compacted as required by       of the specifications. The Design Professional shall be responsible for calculating the amount of all rock removed. Measurement of 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.*

**STATUTORY PERFORMANCE BOND**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Bond Number: |  |

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)** ­­­­ as principal (hereinafter called the "Principal"), and **(Legal Title and Address of Surety)** as surety (hereinafter called the "Surety"), are held and firmly bound unto the **Georgia State Financing and Investment Commission** as Obligee (hereinafter called the "Owner"), in the amount of       DOLLARS ($      ), the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated       (hereinafter the “Contract”) for construction of a project known as (Insert Name of Project) (hereinafter the “Project”), and such Contract is incorporated herein by reference;

NOW THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall completely and promptly perform each and all of the terms, provisions and requirements of the Contract, including any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Surety shall indemnify and hold harmless the Owner from any and all losses, liability, damages, claims judgements, liens, costs, and fees of every description, arising from the Project or under the Contract, whether imposed by law or equity, which may be caused by the failure or default of the Principal in the performance of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.
2. In the event of the failure of performance of the Contract by the Principal, which shall include, but is not limited to, any breach or default of the Contract, the Surety, upon demand by the Owner, shall undertake and complete such required performance and cure any breach or default of the Contract. The Surety shall not assert any action or inaction of the Principal as justification for the Surety’s failure to timely perform the obligations of this Bond.
   1. The Surety shall commence performance of its obligations and undertakings hereunder no later than thirty (30) days after receiving notice of the Principal’s failure of performance. If the Surety fails to commence performance as required herein within such period of time, or if the Surety otherwise breaches its obligations to the Owner under this Bond and the Contract, the Surety shall be liable to the Owner for Owner’s actual damages, including but not limited to all costs of litigation and attorneys’ fees, plus any penalties as may be provided by law.
   2. The means, methods, or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner, such approval shall not be unreasonably withheld.
   3. If the Surety fails or refuses to perform as provided above, or if the Owner and the Surety cannot agree as to the means, methods, or procedure of performance by the Surety, the Owner shall have the right, through itself or others, to do all or any part of the remaining work to be performed by the Principal, and without limiting its other obligations hereunder, the Surety shall pay the Owner any losses or damages resulting therefrom.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deterred payments in or about the Agreement, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The obligations arising under this Bond shall not be impaired by the Owner’s performance of any work on the Project.
4. The Surety shall not assign or delegate any rights or obligations under this Bond without the written consent of the Owner, such consent shall not be unreasonably withheld.
5. The Surety agrees that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.
6. 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 Owner.
7. For the purposes of this bond, notice shall be sent to the Surety at the following address:

Name:

Address:

City:       State:       Zip Code:

1. This Performance Bond shall be governed by the laws of the State of Georgia, is furnished in accordance with O.C.G.A. §§ 13-10-40, and shall be subject to increase in the penal amount of the bond pursuant to such statute and the provisions of the Contract.

SIGNED AND SEALED THIS       DAY OF      , 20     .

ATTEST (Seal) (Name of Contractor)

By

Secretary (Note 1) President

(Seal) (Name of Surety) (Note 2)

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

(Title)

Resident Georgia Agent \*

Note 1. Please apply seal of Corporation over Secretary’s Signature.

Note 2. 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.

(\*) Attach Power of Attorney

**STATUTORY PAYMENT BOND**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Bond Number: |  |

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)** as Principal (hereinafter referred to as the "Principal") and **(Legal Title and Address of Surety)** as Surety (hereinafter referred to as “Surety”), are held and firmly bound unto the **Georgia State Financing and Investment Commission** as Obligee (hereinafter referred to as "Owner") for the use and benefit of all subcontractors and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project (as hereinafter defined), in the amount of  DOLLARS ($) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated       (hereinafter the “Contract”) for construction of a project known as (Insert Name of Project) (hereinafter the “Project”), and such Contract is incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall promptly pay in full every subcontractor and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.
2. This Payment Bond is governed by the laws of the State of Georgia, is furnished in accordance with O.C.G.A. §§ 13-10-60 *et seq.*, shall be subject to increase in the penal sum of the bond pursuant to such statute and the provisions of the Contract, and is construed in accordance with applicable statutes.
3. The Surety hereby waives notice of any and all modifications, amendments, changes, deletions, additions, or alterations to the Contract, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, amendments, changes, deletions, additions, or alterations.
4. Every subcontractor or person who has not been paid in full for supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project 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 such person, or the material or machinery or equipment was furnished or supplied by such person for which claim is made, shall have the right to bring an action on this 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 such person, subject to the requirements of O.C.G.A. §§ 13-10-63.
5. The Contractor and Surety agree that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, machinery, or equipment furnished to or for the Project.
6. For the purposes of this bond, notice shall be sent to the Surety at the following address:

Name:

Address:

City:       State:       Zip Code:

SIGNED AND SEALED THIS       DAY OF      , 20     .

ATTEST **(Name of Construction Professional)**

By)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal)

Secretary (Note 1) President

(Seal) **(Name of Surety)** (Note 2)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal)

(Title)

Resident Georgia Agent \*

Note 1. Please apply seal of Corporation over Secretary’s Signature. Otherwise “(Seal)” shall constitute such seal.

Note 2. Please apply seal of Surety. Otherwise “(Seal)” shall constitute such seal. Arrange for countersignature by a “Resident Georgia Agent” of Surety in order to comply with surety regulations of Georgia.

(\*) Attach Power of Attorney

**CERTIFICATE OF MANUFACTURER**

*INSTRUCTIONS FOR PREPARATION OF CERTIFICATE: This certificate must be prepared in the form indicated by this example on the letterhead of the manufacturer. No portions of the certificate may be omitted. If equipment of a manufacturer is not installed in strict compliance with the recommendations of the manufacturer, or if in the design of the equipment is not applied in strict compliance with the recommendations of the manufacturer, a letter from the manufacturer should be forwarded to the Construction Professional, with copies to the Design Professional and the Owner, setting forth a list of the deviations from the recommendations of the manufacturer and stating what remains to be done in order to bring the work into strict compliance with the recommendations of the manufacturer.*

Definitions: **Start-up** is defined as putting the equipment into action.

**Testing** is defined as performing testing as stipulated in the Contract Documents

**Placing into operation** is defined as operating the equipment for a sufficient period of time under normal operating conditions for determination to be made it is performing properly.

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[*Company Letterhead*]

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

To: Georgia State Financing and Investment Commission

Re: Certificate of *[name of Manufacturer]* that equipment has been installed in compliance with manufacturer’s recommendations and is operating properly

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Project No. and Name).*

1. I certify that the following item(s) furnished on the above referenced Project were started up, tested, placed into operation and were operating property on \_\_\_\_\_\_\_\_\_\_\_\_*[enter the date*]:

[*List the items furnished to the job. Show name of manufacturer and catalogue numbers*]

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

2. The aforesaid equipment was installed in accordance with the manufacturer’s recommendations. The manufacturer’s recommendations applicable to the aforesaid equipment include the following document(s) which are attached hereto:

*[Insert the date, name or other positive means of identifying the exact document(s) in which the recommendations for installation and use of the item or items are published.]* *[Date must be shown]*

This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

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

Authorized Representative of Manufacturer Name of Firm

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

Name of Authorized Representative

**PAYMENT AFFIDAVIT**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
|  |  |

**STATE OF** **GEORGIA;**

**COUNTY OF** **:**

**KNOW ALL MEN BY THESE PRESENTS:**

Pursuant to the Construction Agreement dated (Insert Date), between (Insert Name of Contractor) and the Georgia State Financing and Investment Commission, the Construction Professional certifies as follows:

1. All Work required under the Construction Agreement has been performed in accordance with the terms thereof except as listed on attached Schedule A.  *Check if Schedule A is attached*
2. Construction Professional has paid for all Work covered by previous Payment Applications, paid all Subcontractors for Work covered by previous Payment Applications, and no Subcontractors have made claims for past due payment except as listed on attached Schedule B.  *Check if Schedule B is attached*
3. The Construction Professional has no outstanding claims against the Owner of any character, including disputed claims, arising out of the performance of the Construction Agreement except as listed on attached Schedule C.  *Check if Schedule C is attached*
4. To the best of its 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 except as listed on attached Schedule D.  *Check if Schedule D is attached*
5. There has been no exertion or attempted exertion of any influence by any employee, officer, or agent of the Owner, or any person connected with the State Government of Georgia, on the Construction Professional in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid Agreement.

The undersigned makes this affidavit for the purpose of receiving payment for Material Completion, Interim Punchlist Completion, or a Retainage Release, or in the case of Final Payment, for full settlement of all claims against the Owner arising under or by virtue of the Construction Agreement except as stated above. Acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the Agreement except as stated above.

This Affidavit is executed by the Construction Professional this (Day) day of (Month), (Year).

(Insert Name of Construction Firm)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Name and Title of Signatory)

**SUBSCRIBED AND SWORN**

**BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20\_**\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FIVE YEAR BOND ON ROOFS AND WALLS**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)** ­­­­, as principal (hereinafter called the "Principal"), and **(Legal Title and Address of Surety),** as surety (hereinafter called the "Surety"), are held and firmly bound unto the **Georgia State Financing and Investment Commission** as Obligee (hereinafter called the "Owner"), in the amount of       DOLLARS ($      ), the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated       (hereinafter the “Contract”) for construction of a project known as (Insert Name of Project) (hereinafter the “Project”), and such Contract is incorporated herein by reference;

NOW THEREFORE, the conditions of this obligation are as follows:

1. The Principal warrants that for a period of five years from the date of the issuance of Certificate of Material Completion, 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 (collectively hereinafter “Roof Work”) shall be absolutely watertight and free from all leaks. At no expense to the Owner, the Principal will make repairs to any defects that may develop in the Roof 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 Principal 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 (collectively hereinafter “Wall Work”) 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 Wall 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 Principal brought to the attention of the Owner in writing prior to installation of the work, except, however, that the Principal 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 Principalbe 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 Principal is not an insurer or a guarantor of the suitability of adequacy of design. Any other provisions of this bond to the contrary notwithstanding, the Principal shall not be required to remedy any unsuitable or inadequate design.

1. If the Principal 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.
2. In the event of the failure of performance by the Principal of its warranty obligations hereunder, the Surety, upon demand by the Owner, shall cure any such breach or default of the Principal. The Surety shall not assert any action or inaction of the Principal as justification for the Surety’s failure to timely perform the obligations of this Bond.
   1. The Surety shall commence performance of its obligations and undertakings hereunder no later than thirty (30) days after receiving notice of the Principal’s failure of performance. If the Surety fails to commence performance as required herein within such period of time, or if the Surety otherwise breaches its obligations to the Owner under this Bond, the Surety shall be liable to the Owner for Owner’s actual damages, including but not limited to all costs of litigation and attorneys’ fees, plus any penalties as may be provided by law.
   2. The means, methods, or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner, such approval shall not be unreasonably withheld.
   3. If the Surety fails or refuses to perform as provided above, or if the Owner and the Surety cannot agree as to the means, methods, or procedure of performance by the Surety, the Owner shall have the right, through itself or others, to do all or any part of the remaining work to be performed by the Principal, and without limiting its other obligations hereunder, the Surety shall pay the Owner any losses or damages resulting therefrom.
3. For the purposes of this bond, notice shall be sent to the Surety at the following address:

Name:

Address:

City:       State:       Zip Code:

1. The effective date of this bond shall be the Material Completion Date of the Project which is      day of      , 20   *(Insert Material Completion Date).*

SIGNED AND SEALED THIS       DAY OF      , 20     .

ATTEST (Seal)

(Name of Principal)

By

Secretary (Note 1)

(Seal)

(Name of Surety) (Note 2)

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

      (Title)

Resident Georgia Agent \*

Note 1. Please apply seal of Corporation over Secretary’s Signature.

Note 2. 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.

(\*) Attach Power of Attorney

**CONSTRUCTION PROFESSIONAL’S**

**MATERIAL COMPLETION CHECKLIST**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

This Checklist completed by the undersigned is provided as a guide to assist in the compilation of documents required for Material Completion. Any exceptions or incomplete items shall be identified and explained in Part D. Refer to the executed contract documents for complete details on Material Completion Requirements and additional requirements associated with services of Commissioning Authority and Executive Administrator if applicable.

The Construction Professional affirms completion, transmittal or provision of the following Material Completion contract requirements:

**Part A - Requirements prior to Notice of Readiness for Inspection for Material Completion:**

1. Complete Operation and Maintenance Training for Using Agency

2. Provide Manufacturer’s Certification of Major Building System Components

3. Provide Initial test and balance report on HVAC systems.

4. Provide Operations and Maintenance Manuals

5. Provide Warranties, Certificates of Manufacturers, and Service Agreements required by Specifications

6. Complete Cleaning

7. All permits and certificates for operation from applicable regulatory agencies as required by the Contract Documents.

8. Prepare an initial Punch List of Minor Items and Permitted Incomplete Work

9. Complete all coordination and work requirements associated with Commissioning

**Part B - Issuance of Notice of Readiness for Inspection for Material Completion.**

1. Issuance of Notice including Initial Punchlist

**Part C - Final Documents and Other Requirements at Material Completion.**

1. Provide Keys and Key Schedule for Using Agency

2. Provide Attic Stock for Using Agency if required by Contract Documents

3. Provide Marked-Up Construction Documents or receipts verifying transmittal

4. Provide Final Certification of Costs.

5. Provide Payment Affidavit and Bond to Discharge Claims (if applicable)

6. Provide Five-Year Bond for Roofs and Walls.

7. [Other deliverables specified in Contract Documents] .

**Part D - Exceptions** (State Paragraph reference and explanation):

This Checklist for Material Completion is executed this       day of      , 20   .

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

Title:

Authorized Representative of

Construction Professional

Reviewed and Received by:

**CONSTRUCTION DIVISION, GSFIC EXECUTIVE ADMINISTRATOR**

(if applicable)

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

Title:      \_\_\_\_\_\_\_\_\_\_\_\_ Title:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TRADE CONTRACTOR RETAINAGE RELEASE CERTIFICATE**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |
| Trade Contractor: |  |

TO: Georgia State Financing and Investment Commission.

270 Washington Street, 2nd Floor

Atlanta, Georgia 30334

1. **Completion of Work and Request for Retainage Release.** This certifies that the Trade Contractor’s Work is one hundred percent complete for      *(Identify trade scope, contract document, etc..).* Trade Contractor further certifies that all Work has been performed in accordance with the terms of its Trade Contract. Trade Contractor and Construction Professional hereby request release of Trade Contractor’s retainage in the amount of $ .

2. **Certification of Payment and Identification of any Outstanding Payment Claims.** Trade Contractor certifies that it has been paid all sums due, except for the retainage identified above, and it has no outstanding claims of any character arising out of the Work (including disputed claims or any claims to which the Trade Contractor has or will assert any defense), except for the following claims: (Enter "None" or list here or attach as exhibit).

3. **Identification of Third Party Claims.** The Trade Contractor certifies that to the best of its 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 Trade Contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a claim against the Owner or Construction Profession, except as noted hereafter: (Enter "None" or list here or attach as Exhibit)

4. **Undue Influence.** The Trade Contractor further certifies it has no knowledge of the exertion of any undue influence or the attempted exertion of any influence on Trade Contractor, 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 Trade Contract by any employee, officer, or agent of the Owner, or any person connected with the State Government of Georgia in any way whatsoever.

5. **Final Payment Received.** The Trade Contractor has has not (Check One) received final payment in full settlement of all claims against the Owner and Construction Professional arising under or by virtue the contract. Acceptance of such payment is acknowledged as a release of the Owner and Construction Professional from any and all claims arising under or by virtue of the contract except as listed in Paragraph 2 above.

(Name of Trade Contractor)

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

(Name and Title)

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

(Name of Construction Professional)

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

(Name and Title)

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

(Name of Design Professional)

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

(Name and Title)

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

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

|  |  |
| --- | --- |
| **Project Number and Name:** |  |
| **Construction Professional:** |  |
| **Design Professional:** |  |

The Construction Professional issues this Certificate of Costs for Capital Asset Accounting of the Project to the GEORGIA STATE FINANCING AND INVESTMENT COMMISSION and certifies as follows.

The following accounting of costs is submitted for the purposes of capital asset accounting pursuant to GASB-34 Accounting Statements: *(Note: Costs of all change orders are apportioned and included in each item below)*

1. **BUILDING AND BUILDING IMPROVEMENTS: $0.00**

2. **INFRASTRUCTURE: $0.00**

3. **FURNISHINGS AND EQUIPMENT: $0.00**

**TOTAL: $0.00**

**CERTIFICATE OF THE CONSTRUCTION PROFESSIONAL**

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 Construction Professional.

This Certificate is executed by the Construction Professional this      day of      , 20  .

(Construction Professional)

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

Title:

**CERTIFICATE OF THE DESIGN PROFESSIONAL**

I certify to the best of my knowledge, information and belief that the amounts certified by the Construction Professional 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.

This Certificate is executed by the Design Professional this       day of      , 20  .

(Design Professional)

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

Title:

**CONTRACTOR\* AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Contractor\*: |  |

**STATE OF GEORGIA COUNTY OF:**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Georgia State Financing and Investment Commission has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on      , 20      in (City), (State).

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

Signature of Authorized Officer or Agent of Contractor ­­­­­­­­­­­­

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

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN**

**BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20**\_\_

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

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*For the purposes of this affidavit only, anyone under contract with the Owner (i.e. architects, engineers, consultants, etc) is deemed a “contractor.”

**SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Contractor: |  |
| Subcontractor: |  |

**STATE OF GEORGIA COUNTY OF:**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (Insert Name of General Contractor) on behalf of Georgia State Financing and Investment Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on      , in      .

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

Signature Authorized Officer or Agent

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

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN**

**BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20**\_\_

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

**SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(4)**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Contractor: |  |
| Subcontractor: |  |
| Sub-Subcontractor: |  |

**STATE OF GEORGIA COUNTY OF:**

**SUB-SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (Insert Name of Subcontractor or Sub-Subcontractor that Affiant is contracting with) and (Insert Name of General Contractor) on behalf of Georgia State Financing and Investment Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Name of subcontractor or sub-subcontractor that you(sub-subcontractor) are contracting with). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the (Insert name of subcontractor or sub-subcontractor that you are contracting with/ with whome you have privity of contract). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on      , in      .

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

Signature Authorized Officer or Agent

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

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN**

**BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20**\_\_

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

**OFF-SITE STORED MATERIALS AGREEMENT**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

The Contract for the above listed Project allows the Construction Professional, with the Owner’s approval, to purchase certain materials in advance, to store such materials off-site, and to be paid for the materials prior to their incorporation into the Work. The Construction Professional proposes to store the following Materials Off-Site. Upon Owner’s approval and execution of this Agreement, the Construction Professional is entitled to payment for the Off-Site Stored Materials in accordance with the terms of this Agreement and the Contract.

1. The Construction Professional proposes to store the following materials Off-Site (“Materials”):

(Complete the chart below or attach listing)

|  |  |  |  |
| --- | --- | --- | --- |
| Item # | Description | Quantity | Total Value |
| 1. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| 2. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| 3. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| 4. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

2. The Construction Professional proposes to store the Materials in the following locations, where the Materials shall be plainly labeled “Property of the Georgia State Financing & Investment Commission” and shall be stored separate and apart from any other materials, and shall be secured as described below:

|  |  |  |
| --- | --- | --- |
| Item # | Location Name & Address | Location & Security Description (Commercial Warehouse, Manufacturer’s Warehouse, Leased Space, Storage Yard, etc , fenced area, secured building, etc) |
| 1. | Click here to enter text. | Click here to enter text. |
| 2. | Click here to enter text. | Click here to enter text. |
| 3. | Click here to enter text. | Click here to enter text. |
| 4. | Click here to enter text. | Click here to enter text. |

3. The Construction Professional and the manufacturer/material supplier shall execute bills of sale for the Materials to transfer all their rights, title and interest in the said Materials unconditionally to the Owner, and the Construction Professional shall not be entitled to payment for the Materials until such bills of sale are provided.

4. The transfer of title of the Materials to Owner does not relieve the Construction Professional from its sole responsibility for the care, custody and protection of Materials until Material Completion. Construction Professional shall obtain all risk insurance on a replacement cost basis to cover the Materials in storage and transit. No payment shall operate to relieve the Construction Professional or its sureties from any obligations under the Contract or the performance and payment bonds issued to the Owner.

5. The Owner reserves the right to inspect the materials whenever stored, at its convenience, during normal working hours.

(Construction Professional)

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

Printed Name:

Accepted by the Owner with the following conditions:

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

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

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

GEORGIA STATE FINANCING & INVESTMENT COMMISSION

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

Printed Name:

**CONSENT OF SURETY TO PAYMENT**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Surety: |  |
| Bond #: |  |

**KNOW ALL MEN BY THESE PRESENTS:**

Pursuant to the Construction Agreement for the above listed project, the Surety agrees as follows:

1. The Construction Professional has requested payment for work performed on the above listed Project.
2. The Construction Professional’s Payment Affidavit, dated , and attached hereto lists Subcontractors who have not been paid for Work or have submitted a claim for payment against the Construction Professional.
3. The Surety hereby approves of the payment to the Construction Professional and agrees that this payment shall not relieve the Surety of any of its obligations to the Owner or anyone claiming under the Payment Bond provided for this Project.

WITNESS, the Surety executed this Consent this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[CORPORATE SEAL]

**CHANGE ORDER**

Under Incumbrance Record «Process\_Prefix» - «ProcessInfo\_Counter»

*«ProcessFields\_AuthorizationType» authorization*

|  |  |
| --- | --- |
| Owner: | Georgia State Financing & Investment Commission |
| Project Name: | «Project\_Name» |
| Construction Professional: | «ProjectCustom\_ConstructionProfessional» |
| Design Professional: | «ProjectCustom\_DesignProfessional» |

This Change Order is executed to change the terms of the Construction Management Agreement for the above listed Project. Owner and Construction Professional agree as follows:

1. The Construction Professional shall perform the following Work: **«ProcessFields\_FinalDescriptionofChange»**

The following documents are attached to this Change Order to further describe the scope of the change in the Work that is authorized:

Supporting Documentation: «ProcessFields\_SupportingDocumentation»

Inspection Reports: «ProcessFields\_InspectionReports»

Requests for Information: «ProcessFields\_RequestsforInformation»

1. This reason for this Change Order is «ProcessFields\_FinalReasonforChange»
2. This Change Order was originated by
3. The Construction Professional shall be allowed **«ProcessFields\_FinalContractExtDays»** additional calendar days for Material Completion**.** The Material Completion Date is: **«ProcessFields\_MaterialCompletionDate»**.
4. The Contract Sum shall be changed by «CommitmentChange\_Amount» on account of this Change Order. The Construction Professional affirms that the quantities and pricing submitted are accurate and do not exceed actual requirements and that that all prices are fair and equitable and do not exceed current costs for like services or materials.
5. The change in Contract Time and Contract Sum (if any) provided by this Change Order constitutes compensation in full to Construction Professional for the Change Order Work and accounts for all delays and impacts related thereto.
6. **Proceed Order:** The Construction Professional is authorized to proceed with the Change Order Work as of «ProcessFields\_ProceedOrderDate»

**SUBMITTED AND AGREED:**

Construction Professional: «ProjectCustom\_ConstructionProfessionalCP»

By: «ProcessFields\_CPApprover»

Date: «ProcessFields\_CPApprDate»

**RECOMMENDED FOR OWNER’S ACCEPTANCE**

Design Professional: «ProjectCustom\_DesignProfessional»

By: «ProcessFields\_Reviewer»

Date: «ProcessFields\_DateReviewed»

**ACCEPTED AND AGREED:**

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION

By: «ProcessFields\_GSFICApprover»

Title: «ProcessFields\_GSFICApproverTitle»

Dated: «ProcessFields\_GMPExecutionDate»

Distribution: Construction Professional

Design Professional

Executive Administrator

Using Agency

GSFIC Project Manager

GSFIC CCS

**FORCE ACCOUNT AUTHORIZATION**

Force Account Authorization Under Incumbrance Record «Process\_Prefix» - «ProcessInfo\_Counter»

*«ProcessFields\_AuthorizationType» authorization*

|  |  |
| --- | --- |
| Owner: | Georgia State Financing & Investment Commission |
| Project Name: | «Project\_Name» |
| Construction Professional: | «ProjectCustom\_ConstructionProfessional» |
| Design Professional: | «ProjectCustom\_DesignProfessional» |

This Force Account Authorization is being issued to authorize the Construction Professional to begin with certain Work.

1. The Construction Professional shall perform the following Work (“Force Account Work”): «ProcessFields\_DescriptionofScopebyDP

The following documents are attached to this Force Account Authorization to further describe the scope of the Force Account Work that is authorized:

Supporting Documentation: «ProcessFields\_SupportingDocumentation»

Inspection Reports: «ProcessFields\_InspectionReports»

Requests for Information: «ProcessFields\_RequestsforInformation»

1. This Force Account Work was originated by
2. The reason for this «ProcessFields\_ReasonforChangebyDP»
3. Since the costs of the Force Account Work cannot be reasonably determined in advance, the Construction Professional shall be paid for its actual Allowable Change Order Costs incurred in performing the Force Account Work, up to the Stipulated Maximum Sum, but only for those costs that the Construction Professional provides a daily accounting which costs the Owner can verify. The Construction Professional must record costs on a daily basis and the Owner has the right to review such costs on a daily basis. **The STIPULATED MAXIMUM SUM is «ProcessFields\_AuthorizedStipulatedMaximu»**
4. If the Construction Professional determines that the costs of the Force Account Work may be greater than the Stipulated Maximum Sum, it is the Construction Professional’s responsibility to request an increase in the Stipulated Maximum Sum prior to incurring any costs in excess of the Stipulated Maximum Sum.
5. Within fourteen days of completion of the Force Account Work, the Construction Professional shall submit a final accounting of the actual Allowable Change Order Costs incurred along with a complete cost breakdown.
6. If the Construction Professional wishes to seek an extension in Contract Time, the Construction Professional must submit an updated CPM schedule showing how the Force Account Work affects the critical path.
7. After the Construction Professional submits the final accounting, and updated schedule, if any, the Owner will issue a Change Order for the Force Account Work.

**ISSUED:**

**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**

By: «ProcessFields\_FAApprovedBy»

Title: «ProcessFields\_FAApprovedByTitle»

Dated: «ProcessFields\_FAApprovedDate»

**FORCE CHANGE ACCOUNT AUTHORIZATION**

Force Account Under Incumbrance Record «Process\_Prefix» - «ProcessInfo\_Counter»

*«ProcessFields\_AuthorizationType» authorization*

|  |  |
| --- | --- |
| Owner: | Georgia State Financing & Investment Commission |
| Project Name: | «Project\_Name» |
| Construction Professional: | «ProjectCustom\_ConstructionProfessional» |
| Design Professional: | «ProjectCustom\_DesignProfessional» |

A Force Account was previously issued under the Incumbrance Record listed above. This Force Account Change Authorization is being issued to increase the Stipulated Maximum Sum as follows:

1. **The adjusted STIPULATED MAXIMUM SUM is «ProcessFields\_AuthorizedStipulatedMaximu»**

**ISSUED:**

**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**

By: «ProcessFields\_FAApprovedBy»

Title: «ProcessFields\_FAApprovedByTitle»

Dated: «ProcessFields\_FAApprovedDate»

**CREDIT FOR ACCEPTANCE CHANGE ORDER**

Under Incumbrance Record «Process\_Prefix» - «ProcessInfo\_Counter»

*«ProcessFields\_AuthorizationType» authorization*

|  |  |
| --- | --- |
| Owner: | Georgia State Financing & Investment Commission |
| Project Name: | «Project\_Name» |
| Construction Professional: | «ProjectCustom\_ConstructionProfessional» |
| Design Professional: | «ProjectCustom\_DesignProfessional» |

This Change Order is executed to issue a credit to the Owner for accepting certain Non-Compliant Work.

1. The Construction Professional installed the following Non-Compliant Work: **«ProcessFields\_FinalDescriptionofChange»**

The following documents are attached to this Change Order to further describe the Non-Compliant Work.

Supporting Documentation: «ProcessFields\_SupportingDocumentation»

Inspection Reports: «ProcessFields\_InspectionReports»

Requests for Information: «ProcessFields\_RequestsforInformation»

1. Pursuant to the terms of the Construction Management Agreement for the above listed Project, the Owner has elected to accept this Work along in exchange for a credit from the Construction Professional.
2. The Contract Sum shall be changed by «CommitmentChange\_Amount» on account of this credit.

**SUBMITTED AND AGREED:**

Construction Professional: «ProjectCustom\_ConstructionProfessionalCP»

By: «ProcessFields\_CPApprover»

Date: «ProcessFields\_CPApprDate»

**ACCEPTED AND AGREED:**

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION

By: «ProcessFields\_GSFICApprover»

Title: «ProcessFields\_GSFICApproverTitle»

Dated: «ProcessFields\_GMPExecutionDate»

Distribution: Construction Professional

Design Professional

Using Agency

GSFIC Project Manager

GSFIC CCS

**Georgia-Based Materials & Products Checklist**

|  |  |
| --- | --- |
| **Project Name:** |  |
| **Project Number:** |  |

Note: The Georgia-based Materials & Products Checklist serves to certify compliance with the Energy Efficiency and Sustainable Construction Act of 2008 and specifically Section 1.3 – Georgia Based Materials & Products of the Energy Efficiency and Sustainable Construction Standards for Georgia State Buildings. A copy of these regulations is available on-line at <http://www.dca.ga.gov/development/constructioncodes/publications/Energy-Efficiency-and-Sustainable-Construction-Standards-FINAL.pdf>.

The checklist should be completed at the end of the construction phase of the project. The form must be submitted to the Owner at completion.

Utilize the following spreadsheet to document the percentage of Georgia-based materials and products (building materials used in a project that are harvested, extracted, or manufactured in the State of Georgia). The general contractor shall track the materials and costs of each Georgia-based product used on the project and provide documentation to ensure compliance and obtain product data sheet. To comply, one of the three options below must be checked “Yes” (Harvested, Extracted and/or Manufactured in Georgia). Determine if the project will use the Default Materials Value or Actual Materials Value to assess compliance with the 10% minimum guideline requirements.

**Default Materials Value:** Based on the total construction costs (hard costs for CSI Master Format 2004 Divisions 2-10 only**)**

**Default Materials Value:** **=** total construction cost \* 0.45

**Actual Materials Value:** Based on actual materials costs (excluding labor and equipment) (hard costs for CSI Master Format 2004 Divisions 2-10 only)

**Actual Materials Value:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product** | **Total Product Cost** | **Harvested in Georgia** | **Extracted in Georgia** | **Manufactured in Georgia** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |
|  |  | **Yes**  **No** | **Yes**  **No** | **Yes**  **No** |

**Total Product Cost (Sum):**

**Georgia-based Materials & Products Calculations**

Total value ($) of Georgia-based Materials & Products harvested, extracted, or manufactured:

Georgia-based Materials & Products as a percentage of total materials cost:

I have complied with the Energy Efficiency and Sustainable Construction Standards for State Buildings requirements for Georgia-based Materials & Products.

**Signed (Responsible Team Member): ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DESIGN PROFESSIONAL’S**

**CERTIFICATE OF MATERIAL COMPLETION**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows. Any exceptions shall be identified and explained in Paragraph 8 below:

1. The Design Professional, having conducted observations and evaluations of the Project, has determined that all Work required by the Contract Documents has been completed in accordance with the Contract Documents on (Insert date inspection for Material Completion began) with the exception of items shown on the attached draft of the Final Punch List.
2. The attached draft of the Final Punch List specifies items that constitute either a Minor Item or Permitted Incomplete Work. Within five days of the execution of this Certificate of Material Completion, a Final Punchlist shall be issued which shall include the amounts to be withheld for each Minor Item and Permitted Incomplete Work and a required completion date for each.
3. There are no outstanding Notices of Non-Compliant Work which are not included on the Final Punch List.
4. All tests and inspections required by the Contract Documents have been performed and were reviewed by a registered architect or registered engineer of the Design Professional.
5. No Work has been certified for payment that was covered prior to consent of the Design Professional.
6. The State Fire Marshal has issued a Certificate (or Temporary Certificate) of Occupancy.
7. There are no pending Change Orders resulting in credits due to the Owner.
8. Exceptions (State Paragraph reference and explanation):

This Certificate is executed by the Design Professional this       day of      , 20  .

(Name of Design Professional Firm)

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

(License Number and State)

Printed Name:

Title:

**DESIGN PROFESSIONAL’S**

**CERTIFICATE OF ITERIM PUNCHLIST COMPLETION**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

The Design Professional issues this Certificate of Interim Punchlist Completion of the Project and certifies as follows. Any exceptions shall be identified and explained on the Exceptions page attached hereto as Exhibit A:

1. The Certificate of Material Completion included a Final Punchlist which listed all Minor Items that were incomplete as of the date of Material Completion. All Minor Items have been completed in accordance with the Contract Documents on (Insert date inspection for Punchlist Completion began).
2. All Permitted Incomplete Work has been completed except those items listed on Exhibit A.
3. All tests and inspections required by the Contract Documents have been performed and were reviewed by a registered architect or registered engineer of the Design Professional.
4. No Work has been certified for payment that was covered prior to consent of the Design Professional.
5. The State Fire Marshal has issued a Certificate (or Temporary Certificate) of Occupancy.
6. There are no pending Change Orders resulting in credits due to the Owner.

This Certificate is executed by the Design Professional this       day of      , 20  .

(Name of Design Professional Firm)

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

(License Number and State)

Printed Name:

Title:

**DESIGN PROFESSIONAL’S**

**CERTIFICATE OF FINAL COMPLETION**

|  |  |
| --- | --- |
| Project Number and Name: |  |
| Construction Professional: |  |
| Design Professional: |  |

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows. Any exceptions shall be identified and explained in Paragraph 8 below:

1. The Design Professional, having conducted observations and evaluations of the Project, has determined that all Work required by the Contract Documents has been completed in accordance with the Contract Documents on (Insert date inspection for Material Completion began).
2. There are no outstanding Notices of Non-Compliant Work.
3. All tests and inspections required by the Contract Documents have been performed and were reviewed by a registered architect or registered engineer of the Design Professional.
4. No Work has been certified for payment that was covered prior to consent of the Design Professional.
5. The State Fire Marshal has issued a Certificate of Occupancy.
6. There are no pending Change Orders resulting in credits due to the Owner.
7. Exceptions (State Paragraph reference and explanation):

This Certificate is executed by the Design Professional this       day of      , 20  .

(Name of Design Professional Firm)

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

(License Number and State)

Printed Name:

Title: