

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect Engineer or other party):

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect Engineer or other party)

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
 - 6.2 Pay or arrange for payment of any undisputed amounts
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs, if the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page

- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. **DEFINITIONS**
 - 15.1 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<p>CONTRACTOR AS PRINCIPAL Company: _____ (Corporate Seal)</p> <p>Signature: _____</p> <p>Name and Title: Address:</p>	<p>SURETY Company: _____ (Corporate Seal)</p> <p>Signature: _____</p> <p>Name and Title: Address:</p>
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SURETY'S BOND AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned authority, personally appeared _____, who, being duly sworn, deposes and says that he is a duly authorized (resident/non-resident) Insurance Agent, properly licensed under the law in the State of _____ and the State of Florida, to represent _____ of _____, a company authorized to make corporate Surety Bonds under the law of the State of Florida.

Said _____ further certifies that as Attorney-in-Fact for the said _____, he has signed the attached bond in the **SUM OF** _____ **DOLLARS (\$_____)** on behalf of _____ covering SUBCONTRACT NUMBER _____.

Countersigned:

FLORIDA RESIDENT AGENT

AGENT AND ATTORNEY-IN-FACT

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Sworn and subscribed before me this _____ day of _____ 20_____.

Notary Public, State of _____

My Commission Expires: _____

ASBESTOS-FREE WARRANTY

Upon completion of the work, the Contractor shall execute the following warranty to assure the Owner that no asbestos containing products were utilized in the construction.

Know all men by these presents that we (contractors, subcontractors, material suppliers and/or equipment manufacturers), having furnished labor, materials, equipment or supplies and having completed construction under the agreement, hereby certify and warranty to the Owner with respect to said work that no materials containing asbestos fiber were incorporated into the Work.

In witness whereof, we have caused this instrument to be duly executed, this _____ day of _____, 20____.

Project: _____

Location: _____

Company: _____

Officer: _____

Witness: _____

Notary Public: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

PAGE _____ OF _____

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract. Continuation Sheet, Document G703 is attached.

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net Change by Change Orders \$ _____
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
- 4. TOTAL COMPLETED AND STORED TO DATE \$ _____
- 5. RETAINAGE \$ _____
- a. _____ % of Completed Work (Column D+E on G703) \$ _____
- b. _____ % of Stored Materials (Column F on G703) \$ _____

Total Retainage (Line 5a - 5b or Total in Column F of G703) \$ _____

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total) \$ _____
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
- 8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____
 By: _____ Date: _____
 STATE OF _____
 COUNTY OF _____
 Subscribed and sworn to before me this _____ day of _____
 NOTARY PUBLIC.
 My Commission Expires _____

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
 AMOUNT CERTIFIED \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order		

BY: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

DOCUMENT G703

PAGE OF

APPLICATION NO:
 APPLICATION DATE:
 PERIOD
 TO:
 ARCHITECT'S PROJECT NO:

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D	E					

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS
DOCUMENT G706A**

TO: (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

PROJECT:
(name address)

CONTRACT DATE:

STATE OF:

COUNTY OF:

THE UNDERSIGNED, PURSUANT TO ARTICLE 9 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A201, HEREBY CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, EXCEPT AS LISTED BELOW, THE RELEASES OR WAIVERS OF LIEN ATTACHED HERETO INCLUDE THE CONTRACTOR, ALL SUBCONTRACTORS, ALL SUPPLIERS OF MATERIALS AND EQUIPMENT AND ALL PERFORMERS OF WORK, LABOR OR SERVICES WHO HAVE OR MAY HAVE LIENS AGAINST ANY PROPERTY OF THE OWNER ARISING IN ANY MANNER OUT OF THE PERFORMANCE OF THE CONTRACT REFERENCED ABOVE.

EXCEPTIONS: (IF NONE, WRITE "NONE" IF REQUIRED BY THE OWNER, THE CONTRACTOR SHALL FURNISH BOND SATISFACTORY TO THE OWNER FOR EACH EXCEPTION.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1 CONTRACTOR'S RELEASE OR WAIVER OF LIENS
CONDITIONAL UPON RECEIPT OF FINAL PAYMENT
- 2 SEPARATE RELEASES OR WAIVERS OF LIENS FROM
SUBCONTRACTORS AND MATERIALS AND EQUIPMENT
SUPPLIERS, TO THE EXTENT REQUIRED BY THE OWNER,
ACCOMPANIED BY A LIST THEREOF

CONTRACTOR:

ADDRESS:

BY:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 200__

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

Change Order
 AIA Document G701

Owner _____
 Architect _____
 Contractor _____
 Field _____
 Other _____

PROJECT:

CHANGE ORDER NUMBER:

DATE:

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

TO CONTRACTOR:

The Contract is changed as follows:

Not valid until signed by the Owner, Architect and Contractor.

The Original (Contract Sum) (Guaranteed Maximum Price) was _____ \$
 Net change by previously authorized Change Orders _____ \$
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____ \$
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged)
 by this Change Order in the amount of _____ \$
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____ \$

The Contract Time will be (increased) (decreased) (unchanged) by _____ () days
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

 ARCHITECT

 CONTRACTOR

 OWNER

 ADDRESS

 ADDRESS

 ADDRESS

 BY

 BY

 BY

 DATE

 DATE

 DATE

AIA DOCUMENT G701 • CHANGE ORDER • 1987 EDITION • AIA • 1987 • THE
 AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE. N.W. WASHINGTON, D.C. 20006

G701--1987

END OF SECTION