

DOCUMENT 3

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PROPOSAL FORM

PROJECT IDENTIFICATION: Department of Driver Services Facility,
Jackson GA

THIS PROPOSAL IS SUBMITTED TO: Butts County Industrial Development
Authority

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the time for performance indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. Offeror accepts all of the terms and conditions of the Advertisement for Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period of time that Offeror may agree to in writing upon request of Owner.
3. In submitting this Proposal, Offeror represents, as more fully set forth in the Agreement, that:
 - (a) Offeror has examined and carefully studied the Preliminary Specifications and Preliminary Drawings for the work and contractual documents relative thereto; and that Offeror has satisfied himself relative to the work to be performed.
 - (b) Offeror further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- (c) Offeror has visited the Real Estate and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (d) Offeror is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

- (e) Offeror acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Proposal Documents with respect to underground facilities at or contiguous to the Real Estate. Offeror has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Real Estate or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Offeror and safety precautions and programs incident thereto. Offeror does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Proposal Documents.
 - (f) Offeror is aware of the general nature of Work to be performed by Owner and others at the Real Estate that relates to Work for which this Proposal is submitted as indicated in the Proposal Documents.
 - (g) Offeror has correlated the information known to Offeror, information and observations obtained from visits to the site, reports and drawings identified in the Proposal Documents and all additional examinations, investigations, explorations, tests, studies and data with the Proposal Documents.
 - (h) Offeror has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Offeror has discovered in the Proposal Documents and the written resolution thereof by Owner is acceptable to Offeror. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
 - (i) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any person, firm or corporation to refrain from proposing; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.
4. Offeror will complete the Work in accordance with the Contract Documents for those prices shown:

GEORGIA DEPARTMENT OF DRIVER SERVICES FACILITY					
Design and Engineering					
Item	Description	Quantity	Units	Unit Price	Total
1					
Sub-Total: DESIGN AND ENGINEERING					
Construction					
Sub-Total: CONSTRUCTION					
TOTAL: [] FACILITY					

TOTAL PROPOSAL FOR ALL PRICES (“PROPOSAL PRICE”)

_____ (\$ _____)
(use words) *(figures)*

5. COMPLETION

5.1 Georgia Department of Driver Services Facility

Offeror understands that the Work is to be completed and ready for final payment no later than January 1, 2022 from the Notice to Proceed. Provisions for liquidated damages are set forth in the Agreement.

6. Offeror accepts the provisions of the Agreement, if any, as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract Documents.
7. The following documents are attached to and made a condition of this Proposal:
 - (a) Required Proposal Security in the form of 5 percent of the Proposal Price.
 - (b) All other forms, documents, materials, and other information required to be made a part of this Proposal Form, as indicated herein or in the Instructions to Offerors.
8. The undersigned further agrees that in case of failure on its part to execute the said Agreement within 15 consecutive calendar days after written notice being given of the award of the Contract, the Proposal Security, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the Proposal Security accompanying this Proposal shall be returned to the undersigned.
9. Communications concerning this Proposal shall be addressed to:

Terms used in this Proposal which are defined in the Agreement or Instructions to Offerors will have the meanings indicated in the Agreement or Instructions.

SUBMITTED on _____, 20__.

OFFEROR'S NAME

BY: _____

NAME: _____

TITLE: _____

ADDRESS:

Ga. Contractor License No. _____

Ga. Utility Contractor License No. _____

Telephone: _____

Email: _____

DOCUMENT 4

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED _____, 20__

1. Offeror _____
(Company Name)

- | | |
|--|---|
| <input type="checkbox"/> An Individual | <input type="checkbox"/> A Partnership |
| <input type="checkbox"/> A Limited Liability Company | <input type="checkbox"/> A Corporation |
| <input type="checkbox"/> A Limited Liability Partnership | <input type="checkbox"/> A Subsidiary Corporation |

2. Offeror Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different):

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

List the location of the Offeror's office that would perform the Butts County Industrial Development Authority work.

Street Address_____

P.O. Box (if any)_____

City_____ State_____ Zip Code_____

Telephone_____ Fax no._____

Contact Name_____ Title_____

5. If the Offeror is a corporation, is it incorporated in the State of Georgia?

yes () (Proceed to Question 6.1) no () (Proceed to Question 6.2)

5.1. If yes, provide the following:

Is the Company in good standing with the Georgia Secretary of State Division of Corporations? yes () no ()

If no, please explain

Date incorporated_____ Charter No._____

5.2. If no, provide the following:

The State in which Offeror is incorporated? _____

Is the Company in good standing with that State? yes () no ()

If no, please explain

Date incorporated_____ Charter No._____

Is the applicant registered with the State of Georgia? yes () no ()

6. If the Offeror is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Georgia?

yes () (Proceed to Question 7.1) no () (Proceed to Question 7.2)

6.1. If yes, is the Offeror registered with the Georgia Department of State, Division of Corporations? yes () no ()

If no, please explain

Is the Offeror in good standing with the State of Georgia? yes () no ()

If no, please explain

Date Offeror was organized: _____

6.2. If no, provide the following:

The State in which Offeror is organized: _____

Is the Offeror in good standing with that State? yes () no ()

If no, please explain _____

Date Offeror was organized:

Is the Offeror registered as a foreign partnership or limited company with the State of Georgia? yes () no ()

If no, please explain _____

7. Does Offeror hold any registrations or licenses with the State of Georgia applicable to the contract?

yes () no ()

7.1. If yes, provide the following information and attach one (1) photocopy of each listed license or registration (attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified Individual _____ Title _____

List company(s) currently qualified under this license _____

7.2. If no, provide information regarding any licenses that have been applied for. (Attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified Individual _____ Title _____

List company(s) currently qualified under this license _____

7.3. Does the Offeror hold any registrations or licenses with the local County applicable to the contract? yes () no ()

If yes, please list and provide a photocopy of each listed license or registration:

7.4. List any and all licensure disciplining actions the Offeror or its employees has been a party to in the last five (5) years:

8. List the Offeror's total annual dollar value of work completed for each of the last three (3) years starting with the most recent year and ending with the earliest year

(20__) _____

(20__) _____

(20__) _____

9. What are the Offeror's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

10. Has the Offeror been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

10.1. What is the Offeror's current worker compensation rating? _____

10.2. Has the Offeror experienced any worker injuries resulting in a worker missing more than ten (10) working days as a result of the injury in the past two years? yes () no ()

If yes, please describe each incident _____

11. List any and all lawsuits that the Offeror is or has been a party to in the last five years:

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Development Authority of _____ County or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Offeror By _____

This _____ day of _____, 20__ By _____

(Apply Corporate Seal, if filing as a corporation)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgment

DOCUMENT 5

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

OFFEROR’S and INDIVIDUALS’ AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF _____

COUNTY OF _____

COMES NOW, _____ (“Offeror”),
[name of Offeror]

appearing by and through _____, its _____
[insert name of individual with [title] authority to bind Offeror]

(averring both individually and in his or her representative capacity on behalf of Offeror (the “Individual And Representative Affiant”), and _____
[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

(collectively, the “Individual Affiants”), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that: _____

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise,

shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding for or procuring the contract for the Butts County Industrial Development Authority's project (the "**Project**").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This ____ day of _____, 20__.

[insert name of Offeror] and

[insert name of Individual and Representative Affiant]

By: _____, both individually and on behalf of Offeror as its

[Insert Title]

Individual Affiants' signatures and names:

x _____
Name

x _____
Name

X _____
Name

X _____
Name

X _____
Name

X _____
Name

Sworn to and subscribed before me this ___ day of _____, 20__.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

DOCUMENT 6

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 Butts County Industrial Development Authority 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 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

Name of Contractor

Name of Project

Name of Public Employer

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

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: _____

DOCUMENT 7

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 _____ on behalf of the Butts County Industrial Development Authority 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 that a sub-subcontractor has received an affidavit from any other contracted sub subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the 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

Name of Contractor

[_____] Facility

Name of Project

Name of Public Employer

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

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:

DOCUMENT 8

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PROPOSAL BOND

OFFEROR (Name and Address):

SURETY (Name and Address of Principal Place of business):

OWNER (Name and Address):

PROPOSAL

PROPOSAL DUE DATE: December 15, 2020

PROJECT: Georgia Department of Driver Services Facility, Jackson GA

Engineering, design (including site surveys, construction plans and permitting) and the construction of a 3,900 square foot facility for Georgia Department of Driver Services, all pursuant to the preliminary specifications detailed in preliminary specifications (the “Preliminary Specifications”) and preliminary drawings (the “Preliminary Drawings”), which are listed on Schedule 2 to the RFP and incorporated herein by reference, and are available from, and open to inspection at the offices of, the Butts County Industrial Development Authority, located at 625 W. Third Street, Suite 6, Jackson, Georgia 30233 or on-line at www.buttscountyida.com. Construction includes but not limited to all site work illustrated and defined in the Preliminary Drawings. Electronic documents will be available to potential offerors by means of their registering their interest through visiting the above website and obtaining them at the link provided. The Work to be awarded includes structural, mechanical and electrical engineering, design and construction of the Project, as described in the RFP, the Preliminary Specifications and the Preliminary Drawings.

BOND

BOND NUMBER: _____ DATE: _____
(Not later than Proposal Due Date)

PENAL SUM: _____
(5% of Proposal Sum)

IN WITNESS WHEREOF, Surety and Offeror, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officer, agent or representative.

OFFEROR

SURETY

_____(Seal)
Offeror's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Title: _____

By: _____
Title: _____

(Attach Power of Attorney)

Attest: _____
Title: _____

Attest: _____
Title: _____

Witness

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Offeror, Surety, Owner or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Offeror and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Offeror the penal sum set forth on the face of this Bond.
2. Default of Offeror shall occur upon the failure of Offeror to deliver within the time required by the Proposal Documents the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Offeror's proposal and Offeror delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents and Contract Documents, or
 - 3.2 All proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Offeror within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Offeror and, if applicable, consented to by Surety when required by Paragraph 5 hereof.)
4. Payment under this Bond will be due and payable upon default of Offeror and within 30 calendar days after receipt by Offeror and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on arising out of any time extension to issue notice of award agreed to in writing by Owner and Offeror, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Offeror and Surety, and in no case later than one year after Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Offeror and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term “proposal” as used herein includes a proposal, offer or proposal as applicable.

DOCUMENT 9

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Offeror)

ADDRESS: _____

PROJECT: Georgia Department of Driver Services Facility, Jackson GA

CONTRACT FOR: Engineering, design (including site surveys, construction plans and permitting) and the construction of a 3,900 square foot facility for Georgia Department of Driver Services all pursuant to the preliminary specifications detailed in preliminary specifications (the “Preliminary Specifications”) and preliminary drawings (the “Preliminary Drawings”), which are listed on Schedule 2 to the RFP and incorporated herein by reference, and are available from, and open to inspection at the offices of, the Butts County Industrial Development Authority, located at 625 W. Third Street, Suite 6, Jackson Georgia 30233 or on-line at www.buttscountyida.com. Construction includes but not limited to all site work illustrated and defined in the Preliminary Drawings. Electronic documents will be available to potential offerors by means of their registering their interest through visiting the above website and obtaining them at the link provided. The Work to be awarded includes structural, mechanical and electrical engineering, design and construction of the Project, as described in the RFP, the Preliminary Specifications and the Preliminary Drawings.

You are notified that the Contract Time under the above contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement and Article 7 of the Instructions to Offerors, the date of Completion and readiness for final payment is as stated in the Agreement.

Before you may start any Work at the site, you must deliver to the Owner the certificates of insurance that the Agreement requires.

Before you may start any Work at the site, you must have submitted the following: Certificate of Insurance, Performance Bond and Payment Bond.

**BUTTS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

BY: _____

TITLE: _____

ACCEPTANCE OF AWARD

CONTRACTOR

BY: _____

NAME:

TITLE:

DATE: _____, 20__

DOCUMENT 10

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Name & Address of Contractor)

hereinafter called "Principal" and _____
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and firmly bound unto

_____ hereinafter called the "Owner" in the penal sum of:

Base Proposal:

_____ Dollars (\$_____)
(Contract Sum)

Additive Alternative:

_____ Dollars (\$_____)
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain Agreement with the Owner dated the _____ day of _____, 20__ for the construction of:

Georgia Department of Driver Services Facility

which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the "Construction Contract."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default, or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or

performance of said Construction Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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 obligations 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 15 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;
 - 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 20 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:
 - 4.4.1 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 therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
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 15 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. 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 Contract, and the Balance of the Contract Price shall not reduce 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 changes, 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 addresses 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.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL:

(Principal) Secretary
(SEAL)

Principal
By: (Signature & Title)

Witness as to Principal

Address

Address

SURETY:

(Surety) Secretary
(SEAL)

Surety (Company)
By: Attorney-in-Fact

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

DOCUMENT 11

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
(Name & Address of Contractor)

hereinafter called "Principal" and _____
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and firmly bound unto

_____ hereinafter called the "Owner" in the penal sum of:

Base Proposal:

_____ Dollars (\$_____)
(Contract Sum)

Additive Alternative:

_____ Dollars (\$_____)
(Contract Sum)

lawful money of the United States of America, to be paid to Owner, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain Agreement with the Owner dated the _____ day of _____, 20__ for the construction of:

Georgia Department of Driver Services Facility

which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the "Construction Contract".

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Construction Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

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. 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 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 claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 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
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnished the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within 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 that 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 (iii), 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 the 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 of 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, material, 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, engineering and design 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.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__ .

CONTRACTOR AS PRINCIPAL:

(Principal) Secretary

(SEAL)

Principal

By: (Signature & Title)

Witness as to Principal

Address

Address

SURETY:

Surety (Company)

By: Attorney-in-Fact

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

DOCUMENT 12

BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE OF AWARD

Dated _____, 20__

TO: _____
(Offeror)

ADDRESS: _____

PROJECT: Georgia Department of Driver Services Facility, Jackson GA

CONTRACT FOR: Engineering, design (including site surveys, construction plans and permitting) and the construction of a 3,900 square foot facility for Georgia Department of Driver Services all pursuant to the preliminary specifications detailed in preliminary specifications (the "Preliminary Specifications") and preliminary drawings (the "Preliminary Drawings"), which are listed on Schedule 2 to the RFP and incorporated herein by reference, and are available from, and open to inspection at the offices of, the Butts County Industrial Development Authority, located at 625 W. Third Street, Suite 6, Jackson, Georgia 30233 or on-line at www.buttscountyida.com. Construction includes but not limited to all site work illustrated and defined in the Preliminary Drawings. Electronic documents will be available to potential offerors by means of their registering their interest through visiting the above website and obtaining them at the link provided. The Work to be awarded includes structural, mechanical and electrical engineering, design and construction of the Project, as described in the RFP, the Preliminary Specifications and the Preliminary Drawings.

Subject to the terms and conditions of the Request for Proposals and all instruments and other documents constituting a part thereof, you are notified that your Proposal dated _____, for the above design/build contract (the "Agreement") substantially in the form attached to the RFP as Schedule 1 and incorporated herein by reference, with appropriate exhibits, has been considered. You are the apparent Successful Offeror and have been awarded a contract, as negotiated, for Georgia Department of Drive Services Facility consisting of engineering, design and construction, and all other appurtenant items indicated in the Contract Documents, including the Preliminary Specifications and Preliminary Drawings, for the Department of Driver Services Facility located in Jackson, Georgia, County of Butts.

The Contract Price of your Contract is:

_____ (Contract Sum)

Four sets of the Preliminary Specifications and Preliminary Drawings will be delivered separately or otherwise made available to you immediately.

And six each of the proposed Contract Documents (except Preliminary Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by **February 1, 2021**.

1. You must deliver to the Owner six fully executed counterparts of the Agreement including all the other Contract Documents. Each of the Contract Documents must bear your signature on the pages indicated.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Offerors and Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider your offer in default, to annul this Notice of Award and to declare your Contract Security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the other Contract Documents attached.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OWNER BE OBLIGATED TO ENTER INTO, OR OTHERWISE BOUND UNDER, THE AGREEMENT AND OTHER CONTRACT DOCUMENTS, UNLESS AND UNTIL SUCH TIME, IF AT ALL, AS SAID AGREEMENT AND OTHER CONTRACT DOCUMENTS ARE EXECUTED AND DELIVERED BY OWNER.

**BUTTS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

BY: _____

TITLE: _____

ACCEPTANCE OF AWARD

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____, 20__