

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,

20_____ appeared before me _____, a Notary

Public, in and for _____, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and _____(Contractor),

last signed _____, 20__ for the Multi-jurisdictional Mitigation Plan Update.

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

My commission expires on the _____ day

of _____, _____

NOTARY PUBLIC

(Notary Seal)

EXHIBIT "D"
PAYMENT BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (herein after known as "Contractor"), and we _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of _____ and ____/100 Dollars (_____) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of _____ and ____/100 Dollars (_____) for the **IFB #292-17 – CONSTRUCTION SERVICES FOR VETERANS MEMORIAL PARK POOL HOUSE**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- c) In no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this _____ day of _____, _____ Executed in two (2) counterparts.

CONTRACTOR:

Company

Print Authorized Representative

Signature

Title

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

-PAYMENT BOND TO FOLLOW-

EXHIBIT "E"
PERFORMANCE BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (herein after known as "Contractor"), and we _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of _____ and ____/100 Dollars (_____) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of _____ and ____/100 Dollars (_____) for the **IFB #292-17 CONSTRUCTION SERVICES FOR VETERANS MEMORIAL PARK POOL HOUSE**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this _____ day of _____, _____ Executed in two (2) counterparts.

CONTRACTOR:

Company

Print Authorized Representative

Signature

Title

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

SURETY:

Surety

Print Authorized Representative

Signature

Title

Signed, sealed and delivered
in the presence of:

(Seal)

1. _____

2. _____

-PERFORMANCE BOND TO FOLLOW-

-Certificate of Insurance to Follow-

**REFERENCE QUESTIONNAIRE (ATTACHMENT A)
PROJECT OWNERS**

Please submit the following reference questionnaire to the project owners you are listing as references. Upon their completion, please attach this questionnaire to your Qualification Questionnaire.

Bidder Contact Information: _____

The following information is to be provided by the Project Owner.

Project Name: _____ Est. Value: \$ _____

1. Was the project completed on time? Yes ____ No ____
2. Was the project completed within budget? Yes ____ No ____
3. Were there any change orders initiated by the contractor? Yes ____ No ____
4. Did you encounter any problems with the contractors or sub-contractors? Yes ____ No ____
5. Are you aware of any warranty work that has been required of the contractor or any of his sub-contractors? Yes ____ No ____
6. Was the project completed to the satisfaction of the owner? Yes ____ No ____
7. Overall how would you rate this contractor? Unsatisfactory ____ Satisfactory ____ Good ____
8. Would you hire this contractor for future projects? Yes ____ No ____

Comments: (Please attach additional pages if necessary)

Reference Name: _____

Full Address: _____

Phone: _____ Email: _____

Signature: _____ Print Name: _____

Title: _____

**REFERENCE QUESTIONNAIRE (ATTACHMENT B)
SUB-CONTRACTORS**

Please submit the following reference questionnaire to the sub-contractors you are listing as references. Upon their completion, please attach this questionnaire to your Qualification Questionnaire.

Bidder Contact Information: _____

The following information is to be provided by the sub-contractor.

Does the above named Bidder:

1. Provide payment in a timely manner? Yes ____ No ____
2. Ensure payment is in compliance with the agreement upon hourly salary? Yes ____ No ____
3. Enforce workplace safety regulations? Yes ____ No ____
4. Inspect work you have completed? Yes ____ No ____
5. Require that your work is completed on time, within budget and to the Owner's Satisfaction? Yes ____ No ____

Comments: (Please attach additional pages if necessary)

Reference Name: _____

Full Address: _____

Phone: _____ Email: _____

Signature: _____ Print Name: _____

Title: _____

**REFERENCE QUESTIONNAIRE (ATTACHMENT C)
SUPPLIERS**

Please submit the following reference questionnaire to the suppliers you are listing as references. Upon their completion, please attach this questionnaire to your Qualification Questionnaire.

Bidder Contact Information: _____

The following information is to be provided by the Suppliers.

1. Has the above named Bidder ever failed to submit payment in a timely manner?
Yes ____ No ____

2. Has your firm, for any reason whatsoever, refused to deliver material or equipment to the above named Bidder?
Yes ____ No ____

If answered yes, please explain the circumstances.

Comments: (Please attach additional pages if necessary)

Reference Name: _____

Full Address: _____

Phone: _____ Email: _____

Signature: _____ Print Name: _____

Title: _____



**BID #292-17 CONSTRUCTION SERVICES FOR VETERANS MEMORIAL PARK POOL HOUSE
REQUEST FOR SUBSTITUTIONS**

To: Wright Mitchell & Associates, Inc.
THROUGH Melissa Hawk
Purchasing Manager, Dawson County
via mhawk@dawsoncounty.org

From: _____

Specified Item: _____

Specification Section No. _____ Page No. _____ Article and/or Paragraph No. _____

Proposed Substitute: _____

Manufacturer: _____

Deviation from specified item (attach complete supporting documents):

Changes in work necessary to permit use of this proposed substitution:

Effect in Construction Schedule (attach explanation):

Change in Cost (attach breakdown): _____

Local Representative and Phone No.: _____

The undersigned, after thorough and careful review of the Project Requirements, does hereby certify that this proposed substitution is equal or better in every significant respect to that required and that it will perform adequately. I further waive recovery of additional payment or time that I may subsequently consider necessary because of the failure of the substitute to perform adequately, or for coordination with project requirements.

Signature

Title

Printed Name

Date

CONTRACTOR WARRANTY FORM

PROJECT: POOL HOUSE
LOCATION: VETERANS MEMORIAL PARK
OWNER: DAWSON CO, GEORGIA

We _____, Contractor for the above-
(Company Name)

referenced project, do hereby warrant that all labor and materials furnished and work performed are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from Date of Substantial Completion or longer period(s) for certain components as established in the Contract Documents. This Warranty commences on _____ (Date of Substantial Completion affixed by Architect) and expires on _____ (Expiration Date).

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Contractor written notice of defective work. Should Contractor fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Contractor costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

FOR: _____
(Company Name)

BY: _____

TITLE: _____

DATE: _____

END OF SECTION 01 78 36.01

SUBCONTRACTOR WARRANTY FORM

PROJECT: POOL HOUSE

LOCATION: VETERANS MEMORIAL PARK

OWNER: DAWSON CO, GA

GENERAL CONTRACTOR: _____

We, _____, Subcontractor for _____,
(List Trade)
as described in Specification Sections(s) _____,
(List Sections of Specs)

do hereby warrant that all labor and materials furnished and work performed are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from Date of Substantial Completion or longer period(s) for certain components as established in the Contract Documents. This Warranty commences on _____ (Date of Substantial Completion affixed by Architect) and expires on _____ (Expiration Date). Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Subcontractor written notice of defective work. Should Subcontractor fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Subcontractor costs for such correction. Subcontractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

FOR: _____
(General Contractor)

FOR: _____
(Company Name)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

REMINDER: NO CORESPONDENCE IS TO BE DELIVERED DIRECTLY TO THE ARCHITECT/ENGINEER OR ANY DAWSON COUNTY STAFF OUTSIDE OF THE DAWSON COUNTY PURCHASING OFFICE. DOING SO WILL RESULT IN YOUR BID SUBMISSION BEING DISQUALIFIED FROM EVALUATION.

THIS DOCUMENT AND ALL QUESTIONS ARE TO BE SENT TO MELISSA HAWK, DAWSON COUNTY PURCHASING MANAGER VIA EMAIL TO mhawk@dawsoncounty.org SAME SHALL BE RECEIVED NO LATER THAN THE DATE AND TIME LISTED ON PAGE 3 OF THE INVITATION FOR BID DOCUMENT.