

Proposal Form

NAME OF PROJECT: Thomas County Historical Courthouse Renovation – Plastering RFP #TCHC-2011-09-2400-25 (Provide and Install Plastering Systems in accordance with the Project Manual Plans and Specifications). DEADLINE 11/09/2011, 5:00 p.m.

PROJECT SCOPE: Provide and Install Plastering Systems in accordance with the Project Manual Plans and Specifications. Refer to Plaster Repair Plan Sheets A714 - A716.

NAME OF PROPOSED CONTRACTOR: _____

Proposed Price:

Annex Building Interior Plaster Work: _____

Main Building Interior Plaster Work: _____

Exterior Plaster Work: _____

Total Price: _____

Offerors are required to honor their proposals for 60 days after the proposals are opened.

INTEREST OF:

By submitting a proposal, the offeror represents and warrant that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise therefrom.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a fraudulent proposal, or any other person, firm or corporation to refrain from submitting proposals and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

Dated _____, 2011.

CONTRACTOR:

By: _____

Title: _____

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

Notary Public

My Commission Expires:

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS THAT WE,

_____ as Principal, hereinafter called the Principal, and (Surety),

_____ as Surety, hereinafter called the Surety, and held and firmly bound unto

Thomas County Board of Commissioners
110 N. Crawford Street, Thomasville, Georgia

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (\$_____), or Ten (10 %) percent of the amount offered, whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for:

Thomas County Historical Courthouse Renovation – Plastering RFP #TCHC-2011-09-2400-25 (Provide and Install Plastering Systems in accordance with the Project Manual Plans and Specifications) located at 104 W. Jefferson Street, Thomasville, Georgia

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such proposal and give such bonds or bond as may be specified in the proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this day of _____, 2011.

(Principal)

(Witness)

By: _____
(Title)

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS that _____ (contractor) (hereinafter called the “Principal”) and _____ (surety) (hereinafter called the “Surety”), are held and firmly bound unto Thomas County (hereinafter called the “Owner”) and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the Thomas County Historical Courthouse Renovation – Plastering RFP #TCHC-2011-09-2400-25 (Provide and Install Plastering Systems in accordance with the Project Manual Plans and Specifications) more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1) Complete the Construction Contract in accordance with the terms and conditions; or
- 2) Obtain proposal or proposals for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the most qualified offeror, arrange for a contract between such offeror and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety maybe liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,
- 3) Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, 2011.

(Principal) (SEAL)

By: _____

Attest:

Secretary

(SEAL)

By: _____

Attest:

Secretary

[Attach Power of Attorney]

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS that _____
(*contractor*) (hereinafter called the “Principal”) and
(*surety*) _____ (hereinafter called the
“Surety”), are held and firmly bound unto Thomas County, (hereinafter called the “Owner”),
its successors and assigns as obligee, in the penal sum of _____ (*contract
amount*), lawful money of the United States of America, for the payment of which the
Principal and the Surety bind themselves, their administrators, executors, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with
the Owner, dated _____, which is incorporated herein by reference in its
entirety (hereinafter called the “Construction Contract”), for the construction of a project
known as Thomas County Historical Courthouse Renovation – Plastering RFP #TCHC-2011-
09-2400-25 (Provide and Install Plastering Systems in accordance with the Project Manual
Plans and Specifications) as more particularly described in the Construction Contract
(hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to all persons working on or supplying labor or materials under the
Construction Contract, and any amendments thereto, with regard to labor or materials
furnished and used in the Project, and with regard to labor or materials furnished but not so
used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership,
corporation or other entity furnishing labor, services, or materials used, or reasonably required
for use, in the performance of the Construction Contract, without regard to whether such
labor, services, or materials were sold, leased, or rented, and without regard to whether such
Claimant is or is not in privity of contract with the Principal or any subcontractor performing
work on the Project, including, but not limited to, the following labor, services, or materials:
water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly
applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner
and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or
discharge the claim promptly upon written notice from the Owner, either by bond or as
otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions,
changes, alterations, extensions of time, changes in payment terms, and any other
amendments in or about the Construction Contract and agrees that the obligations undertaken
by this bond shall not be impaired in any manner by reason of any such modifications,
omissions, additions, changes, alterations, extensions of time, changes in payment terms, and
amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by

O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of _____, 2011.

Attest:

[Principal]

Title

Attest:

[Surety]

Title

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)