

Proposing Company

**Request for Proposal
Cannery 2022-01
New Replacement Boiler and Proper
Regulation and Management for the existing
Steam Distribution**

**Eastanollee Cannery
207 School Circle
Eastanollee, GA 30538**

Request for Proposal – Cannery 2022-01

Stephens County Schools District is issuing this Request for Proposal (RFP) Cannery 2022-01 to provide interested vendors with sufficient information to enable them to prepare and submit proposals for a New Replacement Boiler and modifications to the existing steam distribution. The start date for this Work will be determined and based on equipment lead times, with the final delivery date TBD.

Mandatory Pre Bid Meeting

A 10:00 a.m. Mandatory Meeting will be held on April 11, 2022, at Eastanollee Cannery (207 School Circle, Toccoa, GA 30577). This onsite meeting will provide the contractors with their only opportunity to access the property for survey purposes. Contractors come prepared to collect any final measurements and/or takeoff information that will be required for the completion of your proposals. All follow-up questions are to be submitted via email to tim.wilbanks@stephenscountyschools.org. All qualifying vendors will be copied via group email when responses are made to any questions.

Sealed Proposal Submission Requirements

- Disqualification - Proposals that fail to comply with the Submission Requirements or have been received after the RFP closing time and date will be disqualified and remain unopened. Post marks will not serve as proof of delivery. Stephens County Schools assumes no liability for lost or misplaced parcels/mailings.
- Due Date – Sealed proposals are due no later than May 2, 2022, at 4:00pm.
- RFP Opening - Proposals will be opened during the committee evaluation period. The opening date is to be determined and will be scheduled based on the availability of the committee members.
- Completeness – Complete all requirements and attached exhibits.
- Proposal Content – Your unique proposals must contain three (3) copies, one (1) original and two (2) copies.
Note: be sure to include lead times in your proposals
- Acknowledgement – Sign the bottom of each page acknowledging that the page has been read and understood.
- Proposal Identification – Envelopes and/or packaging shall be clearly and addressed, as below.

Stephens County Schools

Attn: Tim Wilbanks (Cannery 2022-01)

191 Big A School Rd.

Toccoa, GA 30577

Communications:

Vendor correspondences related to this RFP will only be accepted via email, between April 11, 2022 and May 1, 2022. All emailing shall be directed to tim.wilbanks@stephenscountyschools.org, with the subject line formatted as "RFP Cannery 2022-01" - "Topic/Question". All correspondences related to this RFP will be made available to all participating vendors via email. Phone calls, text, and postal mailing will not be responded to.

Proposal Information

Definitions:

"SCSD" Stephens County School District

"Owner" Stephens county School District

"Contractor" One who contracts to perform services in accordance with a contract/agreement.

"Offeror" Someone who presents something for acceptance or rejection.

"RFP" Cannery 2022-01

Purpose of Proposal:

SCSD desires to contract for the turn key installation of a New Replacement Boiler, and Proper Regulation and Management for the existing Steam Distribution, at the Eastanollee Cannery. The contractor will provide all required equipment, expertise, labor, supplies, and materials to complete the scope of work as outline herein.

Proposal Terms:

- A. SCSD reserves the right to accept or reject any or all proposals, parts of proposals, to waive any irregularities or technicalities in any proposal, bidding or evaluation process, and to accept the proposal determined to be in the best interest of the SCSD.
- B. Proposals must be signed by a person capable of binding the proposing Offeror to the terms of this agreement.
- C. In the event it becomes necessary to revise any part of this RFP, addenda will be provided, and SCSD Director of Operations will adjust the timelines accordingly.

Prices:

Pricing shall be included in the Offeror's proposal.

Payment Terms:

Payment will be made within 90 days of invoicing, and/or upon final acceptance.

Delivery:

All scopes of work and final cleanup shall be completed by the Due Date, to be determined and will be based on equipment lead times.

Taxes:

Taxes are not be included in the proposal price. SCSD is tax exempt, and shall furnish the necessary certificate, upon request.

Permitting:

The Contractor is responsible for all permitting and/or fees, associated with the completion of any/all scopes of work contained within this agreement.

Deviation:

The Contractor must furnish materials that meet or exceed the defined specifications and/or as required for code compliance. All substitution/deviations must receive prior approval. Please communicate the need for these approvals via email to tim.wilbanks@stephenscountyschools.org . All deviation requests must include product name, intended purpose, a rationale for change, and details as to how the product will render equal or better performance. The SCSD Director of Operations reserves the right to determine "equal or better" status.

Inspections:

- A. Periodic Inspection - SCSD's Director of Operation, or a delegated representative, shall have the right to perform periodic inspections throughout the fulfillment of this RFP. All noted defects/issues shall be repaired, reworked, or replaced to meet the final approval of the Owner.

- B. Final Inspection – SCSD’s Director of Operations, or a delegated representative, shall have the right to perform a final inspection. All noted defects/issues shall be repaired, reworked, or replaced to meet the final approval of the Owner. Final Payment will be withheld until noted defects have been corrected to satisfy the requirements of the SCSD’s Director of Operations.

Warranty:

- A. Materials – The materials warranties must include a signed manufacturer/manufacturers agreeing to replace materials that do not comply with the requirements or that fail within the manufacturer’s warranty period.
- B. Contractor – Contractor warrants that the goods furnished will be new and conform to the specifications and descriptions contained within this RFP. In the event of any material warranty claims, the Contractor will represent and act on behalf of SCSD’s for the resolution of all warranty claims. Any claims must be promptly addressed and resolved to the satisfaction of the SCSD Director of Operations.
- b. Workmanship – The awarded Offeror/Contractor agrees to warrant their workmanship for a period of no less than 5 years.

Cancellation/Termination:

The Owner shall have the right to cancel/terminate any or all parts of the undelivered portions of this contract, if the Offeror breaches any of the terms and/or condition contained within this RFP. This right to cancellation is in addition to and not in lieu of any other remedies which the Owner may have in law or equity.

Assignment Delegation:

No rights or interest in this RFP shall be assigned or delegated without the Director of Operations written consent.

Modifications:

This contract/agreement cannot be modified or rescinded without the signed written consent of both parties of the contract or their authorized agents.

Indemnification:

The contractor will indemnify, protect, defend, and hold harmless the SCSD, its officers, agents, volunteers, and employees from any and all liabilities, claims, liens, fines, demands, and costs, including attorney’s fees and liabilities for any acts of omission of the Offeror, its officers, agents or employees, in performance of this contract.

Submittals: (complete all exhibits)

- A. Proposals shall include all material and equipment submittals
- B. Completed Exhibits shall be included with proposals
- C. Samples that are provided as part of the submittal process will not be returned.

Note: Any and all information and/or materials received as a required component of the RFP will become the property of SCSD and will not be returned to the proposer.

Insurance Requirements: (see Example A)

- A. Coverage Limits – The attached sample certificate provides the minimum acceptable limits for coverage.
- B. Additional Insured – Stephens County Schools shall be included as an additional insured.
- C. Waiver of Subrogation – The certificate must include a waiver of subrogation.

Title and Risk of Loss:

The title and risk of loss of goods shall not pass to the Owner, until the Owner receives and takes possession of the goods at the time of final payment.

Proposal Evaluation:

A committee will be assembled for the purpose of qualifying and reviewing proposals to determine and recommend the most advantageous offering. Each proposal will be evaluation based on the weighted criteria below. The points listed are the maximum attainable for each category.

- A. Proposal Completeness – 10 points
- B. Pricing – 40 points
- C. Equipment/Parts Availability (lead time) – 30 points
- D. Vendors Capacities and Qualifications – 10 points
- E. Personnel Fit/Intangibles – 10 points

Supervision:

Supervision – The assigned supervisor must be able to fluently communicate in English, and be present on the job site when workers are present. SCSD reserves the right to reject any supervisor or employee that, in their opinion, may be insufficiently qualified.

Quality Assurance:

Installer Qualifications – Installers shall have all required and necessary credentials required to complete the assigned scope of work, and ensure that it is compliant with local code and/or regulatory compliance.

Training:

The contractor will host a training session for district employees, which will cover startup/shutdown procedures, compliance (record keeping), maintenance and care requirements for the newly installed materials, equipment, items.

Material Delivery:

- A. Shipping and freight charges are to be included in the cost of the goods sold.
- B. SCSD will not receive and/or warehouse materials for the contractor.
- C. SCSD will not receive, or assist with the offloading of any deliveries.

Attic Stock:

The contractor shall deliver the quantities below for each defined item to the SCSD maintenance facility (2290 Mize, Rd Toccoa, GA 30577), upon job completion. All goods are to be new in unopened packaging with final quantities rounded to the next full case or carton.

- Attic Stock To be Defined in Exhibit E

Waste Disposal:

- A. Disposal - The Contractor is responsible for any and all permitting, and/or fees associated with the proper disposal of all waste that is generated during the completion of all Work contained herein. These items include but are not limited to the removed/demoed products, waste, remnants, packaging, and etc..
- B. Recycling – Recycling is preferred to land field disposal, provided that the opportunity to recycle is financially advantageous for the SCSD or cost neutral. The contractor is responsible for identifying opportunities for the recycling of any items slated for disposal.
- C. Manifest and Compliance – The Contractor is responsible for compliance with all regulatory, environmental, local, and federal laws and regulations pertaining to the disposal of any items disposed. Disposal manifest are to be presented with the project closeouts, should these records be relevant and required for any materials and/items disposed.

Property Damages:

The contractor is solely liable for any and all damages that results from the Contractor's fulfillment of this agreement. This liability extends to SCSD property and the property of others that may be present on SCSD's properties at the time of Work.

No Placement of Defective Tender:

Every tender or delivery of goods must fully comply with all provisions of this contract at the time of delivery, quality and like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall have the right to substitute a conforming tender provided, where the time for performance has not expired. The Seller may notify the Buyer of their intent to cure and may then make a conforming tender within the contract time but not afterward.

Penalties for Non-Performance:

If at any time the contractor fails to fulfill or abide by the terms, conditions, timeline, or specifications of the contract, SCSD reserves the right to:

- A. Purchase materials and/or labor on the open market and charge the contractor the difference between the contract and the actual purchase price.
- B. Deduct such charges from existing invoice totals due at the time, or
- C. Cancel the contract with written notification

Scope of Work

- Remove and dispose of existing boiler and associated equipment. Include all incidental connections (electric, fuel, water, steam, and etc...)
- Supply and Install Boiler – Skid Mounted Vertical Compact Tubeless Steam Boiler (Modular Package) - 25BHP, operating pressure is approx 105psi, Natural Gas Fired. The package is to include feed water, preheat, pump, blow down separator, water softener, and chemical feed system. Include all incidental connections (electric, fuel, water, steam, and etc...)
- Chem Aqua (Drew.Ellis@chemaqua.com) is the districts vendor of choice for chemical management services. Please coordinate with Chem Aqua to ensure that all necessary connections are provided for their installation. Please include any associated costs in your proposal.
- Supply and install new exhaust stack/chimney (exhaust is through the roof)
- Supply and install two(2) pilot controlled steam regulating stations.
 - Valve 1 will supply the canning line (5 retorts, 2 water bath) and will be regulated to 15psi
 - Valve 2 will supply the jacket kettle line (6 kettles) and will be regulated to 35psi
- Supply and install new steam line traps, as required.
- Supply and install new equipment steam traps for all equipment/devices
- Supply and install new relief valves for all equipment/devices
- Supply and install 4 new blend stations at the existing wash down stations
- Supply and Install materials, as required, for any/all required steam line modifications, changes, and/or reconfiguring.
- Supply and Install return lines from the existing equipment to the boiler.
- Supply and Install PVC Wrapped Pipe Insulation for all distribution and return steam lines.
- The contractor is responsible for a turnkey installation and is to include any/all incidental items, labor, and/or equipment, as required to deliver a fully functional compliant product.
- Provide ala carte pricing for labor and materials for the connection of new equipment, should the owner choose to replace any of these units. (ie... Retort, Continuous Exhauster, Blanching Table, Jacketed Kettles)
- The contractor is responsible for all final cleanup and disposal.
- All Contractor supplied materials must comply with ASME, and satisfy code standards requirements
- Provide Startup, Operational, Shutdown, and Compliance (record keeping) Training.

Required Submittals:


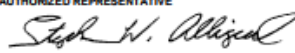
- Include submittals for all equipment, and materials being proposed.

Closeout Process and Documentation Requirements

1. Contractor performs the final cleaning of the work site.
2. SCSD Preliminary Final Inspection.
3. Contractor corrected all noted deficiencies, as identified during the preliminary inspection.
4. Contractor reports on the resolution for the deficiencies.
5. SCSD's Final Inspection (revisit steps 3 and 4 as required to obtain satisfactory resolution)
6. Contractor submits:
 - Construction Drawings/As Builts
 - Applicable operational permits
 - Material warranty and registration documentation
 - All required material and labor lien releases
 - Final invoicing
7. SCSD Final Acceptance and Payment Issued

Example A

Insurance Certificate Sample

		STEPH-3 OP ID: STAL	
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/08/2016	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Franklin Insurance Agency #2 219 North Broad Street Toccoa, GA 30577-0197 Steve Alligood		CONTACT NAME: Steve Alligood PHONE (A/C, No, Ext): 706-886-3101 FAX (A/C, No): 706-920-9087 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Public Risk Underwriters of Ga INSURER B: Ga. Education W.C. Trust INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Stephens County Board of Ed 2332 Mize Road Toccoa, GA 30577		NAIC #	
COVERAGES		CERTIFICATE NUMBER: REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
LINE LTR	TYPE OF INSURANCE	PROD. SUB. INSD. WVD.	POLICY NUMBER
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CNDGAEP11867003
			POLICY EFF (MM/DD/YYYY) 07/01/2015
			POLICY EXP (MM/DD/YYYY) 07/01/2016
			LIMITS
			EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			MED EXP (Any one person) \$ 10,000
			PERSONAL & ADV INJURY \$ 1,000,000
			GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 2,000,000
			Emp Ben. \$ 1,000,000
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CNDGACAP11868003
			POLICY EFF (MM/DD/YYYY) 07/01/2015
			POLICY EXP (MM/DD/YYYY) 07/01/2016
			LIMITS
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
			\$
			EACH OCCURRENCE \$
			AGGREGATE \$
			\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	14WC56-16
			POLICY EFF (MM/DD/YYYY) 01/01/2016
			POLICY EXP (MM/DD/YYYY) 01/01/2017
			LIMITS
			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 1,000,000
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
CERTIFICATE HOLDER		CANCELLATION	
STEPHE6 Stephens County BOE Tim Wilbanks 191 Big A School Rd Toccoa, GA 30577		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
© 1988-2014 ACORD CORPORATION. All rights reserved.			
ACORD 25 (2014/01)		The ACORD name and logo are registered marks of ACORD	

(see the insurance requirements section for additional insured and waiver of subrogation requirements)

Exhibit A

Vendor Capacities and Qualifications

A. Company Name and Address:

B. Years in business: _____

C. Total Number of Staff: _____

D. Number of Installation Crew Staff: _____

E. Workmanship Warranty (minimum 5 years) _____

F. Provide 3 verifiable references jobs of similar size, and scope of work:

- Company Name: _____
Contact Name: _____
Phone Number: _____
Address: _____

- Company Name: _____
Contact Name: _____
Phone Number: _____
Address: _____

- Company Name: _____
Contact Name: _____
Phone Number: _____
Address: _____

Please detail any information about you company that you would like to make us aware of.

(attach additional sheets as required)

Exhibit B

Vendor Proposal and Acceptance Form

Proposal:

Contract Base Proposal Price (labor and materials): _____

Work Start Date: _____

Guaranteed Completion/Delivery Date: _____

Vendor Acceptance:

I have read and agree to the rules, specifications, timelines, and conditions provided in the RFP for a New Replacement Boiler, and Proper Regulation and Management for the existing Steam Distribution, at the Eastanollee Cannery.

I affirm that I am duly authorized to prepare and execute this contract on behalf of my company, should our proposal be accepted.

I affirm, to the best of my knowledge, that the company that I represent meets the equal Employment Opportunity Commissions standards and American Disability Act standards in employment practices.

Name of Company: _____

Address: _____

Prepared By: _____

Signature: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit C

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

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: _____

Exhibit D



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq, have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

Closeout Forms

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, ____.

_____(SEAL)

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, ____.

_____(SEAL)

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.
