

**MERIWETHER COUNTY: GREENVILLE SOUTH DEPOT STREET SIDEWALK AND
STREETSCAPE PROJECT**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

I. GENERAL CONDITIONS

A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractor engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle him to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size **and listing equipment available for use on this work**. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. **All questions concerning the project shall be addressed in writing to the County Administrator, Theron Gay, at t.gay@meriwethercountyga.gov.**

B. GUARANTEE TO ACCOMPANY BID

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond (Meriwether County form provided) in an amount not less than five percent (5%) of the amount bid per section and made payable to Board of Commissioners of Meriwether County. Failure to use Meriwether County form may result in bid being deemed non-responsive. Failure to submit a bid bond or certified check or cashier's check will be cause for rejection.

C. SUBMITTING BIDS

Bids will be accepted by the Meriwether County Board of Commissioners, at 17234 Roosevelt Hwy, Bldg. B, Greenville, GA 30222, until 12:00 noon on Friday, August 30th, 2019. Bids received after the designated time will not be considered.

1. Bids should be submitted in a sealed envelope with the following information clearly typed or printed on the outside:

Meriwether County Board of Commissioners
[Your company name here]
Meriwether County: Greenville South Depot Street Sidewalk and Streetscape Project

D. AUTHORITY TO SIGN

The Bidder should ensure that the legal and proper name of his proprietorship, firm, partnership or corporation is printed or typed in the space provided on the Schedule of Items.

E. RIGHTS RESERVED

1. Meriwether County reserves the right to reject any or all Bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that Meriwether County reserves the right to decide which Bid it deems lowest and best, and in arriving at this

Greenville South Depot Street Sidewalk and Streetscape Project

decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

2. Bidders are advised to examine any Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. Meriwether County will not be responsible for Bidder's errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection.
4. No Bids may be withdrawn after submission for a period of 60 days after the date set for opening thereof.
5. Meriwether County reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any department or obligation to Meriwether County, Georgia.
6. Individuals, firms and businesses seeking an award of a Meriwether County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the County Administrator between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The County Administrator will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

F. AWARD OF CONTRACT

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to Meriwether County with price and other factors considered.
2. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the County, demonstrating the bidder's ability to commence, proceed, and complete in a timely manner. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next low, responsive and responsible bidder, as deemed in the County's best interest.
3. Prior to execution of a contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia and satisfactory to Meriwether County.

G. RETAINAGE

1. Retainage on work completed will be withheld by Meriwether County as follows:
 - A. The county shall retain 5% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

H. LOCATION, WORK AND SITE

1. The site of the proposed work is South Depot Street in Greenville, Georgia. Specifications of work is included in the attached plan.
2. Potential bidders are required to attend a pre-bid meeting to be held at the project site on August 14th, 2019 at 3:00p.m.
3. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the County.
4. The Contractor, before submitting a bid, is advised to visit the site, and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the site.
5. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an Officer, agent, or employee of Meriwether County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents and attached plans. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid.
6. **The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.**

I. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by Meriwether County.

J. INSPECTION

Meriwether County does not commit to have a full-time inspector or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the Specifications. Any test ordered under the supervision of the County that fails to meet standards and any required retesting, will be at the contractor's expense.

K. GENERAL BOND REQUIREMENTS

1. Bid Bonds - Amount of bond should be 5% of contract amount. Meriwether County form attached. Failure to use Meriwether County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
4. Bonding Company must be authorized to do business by the Georgia Secretary of State and by the Office of Georgia Insurance and Safety Fire Commissioner.

5. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to bond. The Certificate of Authority may be obtained from the State of Georgia.
6. Bonding Company must have a minimum AM Best rating of A-10 or higher.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).

L. CONTRACT REQUIREMENTS

1. Successful vendor is required to do the following within ten (10) days of Notice of Award:
 - A. Return to County Administrator contract documents executed by the authorized representative and attested by the corporate secretary treasurer.
 - B. Provide Insurance certificates as specified in the bid documents.
 - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Meriwether County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.
3. The contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation and Special Provision 150. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
4. Statutory Workers' Compensation Insurance
 - A. Employers Liability:
 - a) Bodily Injury by Accident - \$100,000 each accident
 - b) Bodily Injury by Disease - \$500,000 policy limit
 - c) Bodily Injury by Disease - \$100,000 each employee
5. Commercial General Liability Insurance
 - A. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - B. Separate \$1,000,000 Owner's and Contractor's Protective policy with Meriwether County Board of Commissioners as **Named Insured**
 - C. The following additional coverage must apply:
 - a) 1986 (or later) ISO Commercial General Liability Form
 - b) Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - c) Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - d) Blanket Contractual Liability
 - e) Broad Form Property Damage
 - f) Severability of Interest

- g) Underground, explosion, and collapse coverage
 - h) Personal Injury (deleting both contractual and employee exclusions)
 - i) Incidental Medical Malpractice
 - j) Hostile Fire Pollution Wording
6. Auto Liability Insurance
 - A. \$500,000 limit of liability per occurrence for bodily injury and property damage
 - B. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - C. Additional Insured Endorsement
 - D. Contractual Liability
 7. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability
(Higher limit may be required depending on the extent of contract)
 - A. The following additional coverage must apply
 - a) Additional Insured Endorsement
 - b) Concurrency of Effective Dates with Primary
 - c) Blanket Contractual Liability
 - d) Drop Down Feature
 - e) Care, Custody, and Control - Follow Form Primary
 - f) Aggregates: Apply Where Applicable in Primary
 - g) Umbrella Policy must be as broad as the primary policy
 8. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, tunnels, culverts and railroad crossings - limit at least as broad as contract amount
 9. Meriwether County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
 10. The cancellation should provide 10 day notice for nonpayment and 30 day notice of cancellation.
 11. Certificate Holder should read:
 - Meriwether County Board of Commissioners
 - 17234 Roosevelt Hwy, Bldg B
 - Greenville, GA 30222
 12. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
 13. Insurance Company should be licensed to do business by the Office of Georgia Insurance and Safety Fire Commissioner.
 14. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
 15. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.

16. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
17. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
18. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Meriwether County as to form and content has been filed with Meriwether County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
19. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
20. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
21. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
22. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
23. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
24. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the Bid Schedule.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

Does your company currently have a location within Meriwether County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Meriwether County Board of Commissioners
(Name of Obligee)

17234 Roosevelt Hwy, Bldg B, Greenville, GA 30222
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to MERIWETHER County, Georgia, a proposal for furnishing materials, labor, and equipment for: _____

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Meriwether County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Meriwether County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Meriwether County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Meriwether County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Meriwether County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §§ 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal Secretary)
(SEAL)

(Principal)
By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)
By: _____
(Attorney-in-Fact)

(Address)

ATTEST:

Resident Agent
(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

REFERENCES

MERIWETHER County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 E-Mail Address _____

2. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 E-Mail Address _____

3. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 E-Mail Address _____

Company Name _____

CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Meriwether County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence upon Notice to Proceed and be completed within 60 days.

2. ATTACHMENTS:

Copies of the Contractor's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

3. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Contractor for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Contractor following receipt by the County of a detailed invoice, reflecting the actual work performed by the Contractor.

5. INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Contractor. In the event of the County's termination of this Contract for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11 SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Meriwether County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

MERIWETHER COUNTY, GEORGIA

By: _____
Shirley Hines, Chairman
Meriwether Co Board of Commissioners

ATTEST:

Beverly Thomas, County Clerk
Meriwether Co Board of Commissioners

APPROVED AS TO FORM:

Meriwether County Attorney

CONTRACTOR: _____

BY: _____
(Signature)

(Print Name)

(Title)

ATTEST:

(Signature)

(Print Name)

Corporate Secretary
(Seal)

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Meriwether County Board of Commissioners
(Name of Obligee)

17234 Roosevelt Hwy, Bldg B, Greenville, GA 30222
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By:

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Meriwether County Board of Commissioners
(Name of Obligee)

17234 Roosevelt Hwy, Bldg B, Greenville, GA 30222
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____

Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings,

Greenville South Depot Street Sidewalk and Streetscape Project

covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE COUNTY ADMINISTRATOR.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE COUNTY ADMINISTRATOR.

Bid Tabulation Sheet

1. Demolition and Grading of Existing Sidewalk.....	\$ _____
2. Reconstruction of Sidewalk in Conformance with Attached Plans and Specifications.....	\$ _____
TOTAL.....	\$ _____

Attachments:

1. Plans and specifications for the South Depot Street Sidewalk Project sidewalk consisting of 14 pages and are available at 17234 Roosevelt Highway, Building B. Greenville, GA 30222 between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday, or via email at t.gay@meriwethercountyga.gov.