

# PUTNAM COUNTY



## CONTRACT DOCUMENTS FOR

Project No. 21-42001-004

**SIGNING, STRIPING & RPMs ON HARMONY  
ROAD AND PEA RIDGE ROAD**

# PUTNAM COUNTY

## SECTION I

### BID PROPOSAL

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- Notice to Contractors
- Bid Form
- Bid Bond
- Corporate Certificate
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- Contractor Affidavit and Agreement
- SAVE Affidavit
- List of Subcontractors
- Schedule of Items

## SECTION I

### NOTICE TO CONTRACTORS

Sealed bids will be received by the Board of Commissioners of Putnam County, Georgia, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024 until 10:00 a.m. local time, June 17, 2021 for:

### 21-42001-004

### **SIGNING, STRIPING, AND RPMs ON HARMONY ROAD AND PEA RIDGE ROAD**

Scope of work consists of the following:

- 1) Install new thermoplastic striping on both roads above.
- 2) Install new signs and posts where needed. Work with Putnam County representative to determine which signs are to be removed and replaced. It is the intent that the signs in the worst condition will be replaced.
- 3) Install new raised pavement markers on both roads. Yellow RPMs on Centerline. Work with Putnam County Representative to determine where to add white RPMs along edgeline in curved sections of roadway.
- 4) Harmony Road from Greensboro Road (SR44) to Madison Road (US441). 8.03 miles
- 5) Pea Ridge Road from Sparta Highway (SR16) to Milledgeville Road (US441). 8.10 miles

Bids received after the stated time will not be accepted. At 10:00 a.m. local time on the above date, the bids will be publicly opened and read aloud.

The Bid should be submitted in duplicate in a sealed envelope clearly marked '**SIGNING, STRIPING, AND RPMs ON HARMONY ROAD AND PEA RIDGE ROAD BID PROSOSAL FOR PUTNAM COUNTY, PROJECT No. 21-42001-004**' and include:

1. Completed Bid Form
2. Bid Bond, Certified Check or Cashier's Check
3. Corporate Certificate
4. Oath of Successful Bidder
5. References
6. List of Subcontractors
7. Schedule of Items
8. Contractor Affidavit and Agreement (E-verify)
9. SAVE Affidavit

Putnam County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Putnam County Government should be directed to Mr. Paul Van Haute, County Manager, 706-485-5826.

All suppliers must submit with bid, a bid bond, certified check, or cashier's check in the amount of five percent (5%) of the total bid. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-5 or higher.

Individuals, firms, and businesses seeking an award of a Putnam 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 Putnam County Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the County Manager. 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.

Questions regarding Bidding Documents and Specifications should be directed to Mr. Rich Boullain, at [Richard.Boullain@oneatlas.com](mailto:Richard.Boullain@oneatlas.com) no later than June 3, 2021 by 5:00 p.m.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the lowest responsible and responsive bidder. Putnam County reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest. Where Putnam County provides forms for bid schedule and bond submissions, these forms must be used without exception.

All companies submitting a bid will be notified of award.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein:

Section I - Bid Proposal  
Section II - Contract Documents

BID FORM

**PUTNAM COUNTY  
SIGNING, STRIPING AND RPMs FOR HARMONY ROAD AND PEA RIDGE ROAD  
BID SCHEDULE**

ITEM #	GDOT #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	636-1036	Highway Sign, TP1 MATL, Refl. Sheeting, TP11	SF	400		
2	636-1033	Highway Sign, TP1 MATL, Refl. Sheeting, TP9	SF	374		
3	636-2070	Galv. Steel Posts, TP7	LF	774		
4	653-0120	Thermoplastic Pvmt. Marking Arrow, TP2	EA	5		
5	653-2501	Thermoplastic Solid Traffic Stripe, 5 in. White	LM	31		
6	653-2502	Thermoplastic Solid Traffic Stripe, 5 in. Yellow	LM	29		
7	653-1704	Thermoplastic Solid Traffic Stripe, 24 in. White	LF	100		
8	653-3501	Thermoplastic Skip Traffic Stripe, 5 in. White	GLF	10000		
9	653-3502	Thermoplastic Skip Traffic Stripe, 5 in. Yellow	GLF	21000		
10	653-6004	Thermoplastic Traffic Striping, White	SY	30		

11	653-6006	Thermoplastic Traffic Striping, Yellow	SY	70		
12	657-1054	Preformed Plastic Solid Pvmt. Marking 5 in, White TP PB	LF	160		
13	657-6054	Preformed Plastic Solid Pvmt. Marking 5 in, Yellow TP PB	LF	160		
14	654-1001	Raised Pavement Markers, TP 1, 2 or 3	EA	4900		
			Total		\$	

To: THE BOARD OF COMMISSIONERS  
PUTNAM COUNTY, GEORGIA  
EATONTON, GEORGIA 31024

Gentlemen:

In compliance with your Notice to Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Putnam County, to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

### **SIGNING, STRIPING, AND RPMs ON HARMONY ROAD AND PEA RIDGE ROAD**

The Bidder has carefully examined and fully understands the Contract and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with Putnam County full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, 2021 Edition, General Conditions, Supplements thereto (Published and Not Published) and Special Provisions modifying them. All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the work on project 21-42001-004 Signing, Striping and RPMs on Harmony Road and Pea Ridge Road in 120 calendar days. If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, \$750 per calendar day for failure to complete the work in 120 calendar days, all as liquidation of the extra expense incurred by the county and liquidated damages to the county. Liquidated damages will continue until the contract is complete.

If this bid shall be accepted by Putnam County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, within ten days from the

date of Notice of Award of the Contract, then Putnam County may at its option, determine that the undersigned abandoned the Contract and thereupon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to Putnam County as liquidated damages.

Bidder acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of all persons and parties interested in the foregoing bid as principals, are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder: \_\_\_\_\_ (Seal)  
Company Name

Bidder Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**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

Putnam County Board of Commissioners

(Name of Oblige)

117 Putnam Drive, Suite A, Eatonton, Georgia 31024

(Address of Oblige)

Thereinafter referred to as Oblige, 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 Putnam 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 bid 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 Putnam County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Putnam County, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said Putnam 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 Putnam 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.

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. SS 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)  
\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Resident Agent)  
(SEAL)  
\_\_\_\_\_  
(Witness as to Surety)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)  
By: \_\_\_\_\_  
(Attorney-in-Fact)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

IMPORTANT: 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.

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_, who signed said bid in behalf of the Contractor, was then (Title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)  
Signature

OATH OF SUCCESSFUL BIDDER

PUTNAM COUNTY, GEORGIA

Personally appeared before the undersigned officer duly authorized by law to administer oaths,

\_\_\_\_\_

and \_\_\_\_\_ who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented (Company Name) \_\_\_\_\_ in bidding or procuring a Contract with Putnam County, Georgia on the following project:

**SIGNING, STRIPING AND RPMs ON HARMONY ROAD AND PEA RIDGE ROAD**

and that said \_\_\_\_\_ has not by (himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore or induced or attempted to induce another to withdraw a bid for said Work.

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name - Typed or Printed

\_\_\_\_\_  
Title

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826 ♦ 706-923-2345 fax ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Putnam County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

Putnam County Board of Commissioners  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 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 Signature

My Commission Expires: \_\_\_\_\_

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

706-485-5826 ♦ 706-923-2345 fax

[www.putnamcountyga.us](http://www.putnamcountyga.us)

## SAVE Affidavit

**(U.S. Citizens are only required to provide this affidavit one time)**

By executing this affidavit under oath, as bidder to Putnam County Georgia as referenced in O.C.G.A. § 50-36-1, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

**Please check one box only**

- 1)  I am a United States citizen
- 2)  I am a legal permanent resident of the United States
- 3)  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

\_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Applicant: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

Notary Public Signature: \_\_\_\_\_

Affix Notary stamp/seal here

My Commission Expires: \_\_\_\_\_

## REFERENCES

Putnam County requests a minimum of three (3) references where work of a **similar size and scope** has been completed **in the last three (3) years**. **DO NOT submit a project list in lieu of this form**. Attaching a list may deem the contractor's bid **non-responsive**.

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 \_\_\_\_\_

*Note: References should be customized for each project vs. submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project bidding for. Failure to return this page may result in rejection of bid.*

# LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name: \_\_\_\_\_



# **CONTRACT DOCUMENTS**

## **TABLE OF CONTENTS**

- Contract
- Performance Bond
- Payment Bond
- Insurance Requirements
- General Conditions
- General Instructions for Bidders
- Special Provisions

**SECTION II**  
**CONTRACT**

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Putnam County, Georgia (Party of the First Part, hereinafter called the County), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said County, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

**SIGNING, STRIPING AND RPMs ON HARMONY ROAD AND PEA RIDGE ROAD**

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work within 120 calendar days on project 21-42001-004 Striping, Signing and RPMs on Harmony Road and Pea Ridge Road.

If said work is not completed within the times stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, \$750 per calendar day for failure to complete the work in 120 calendar days, all as liquidation of the extra expense incurred by the county and liquidated damages to the county. Liquidated damages will continue until the contract is complete.

The County shall pay, and the Contractor shall receive the unit prices as stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract. The quantities provided in the bid form are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The County reserves the right to add or delete quantities at any time. Contractor will notify the County in writing if additional items are identified or quantities of contract bid items will exceed the contract. At no time shall the contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the County.

When the Contractor has performed in accordance with the provisions of this Agreement, Putnam County shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Agreement, if any. In the event that Putnam County fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the County shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the agreement and the Performance Bond for its faithful performance and the Payment Bond, the County shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the

work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

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

(Signatures Next Page)

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

PUTNAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Billy Webster, Chairman  
Putnam County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lynn Butterworth  
County Clerk, Putnam County  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Putnam County Staff Attorney

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Corporate Secretary

(Seal)

**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

Putnam County Board of Commissioners

\_\_\_\_\_  
(Name of Obligee)

117 Putnam Drive, Suite A, Eatonton, Georgia 31024

\_\_\_\_\_  
(Address of Obligee)

hereinafter referred to as Obligee; are held 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 well 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 conditions of this obligation are such that if the above bound 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, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his 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. SS 36-91-1, et. eq., 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.

**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

Putnam County Board of Commissioners

(Name of Obligee)

117 Putnam Drive, Suite A, Eatonton, Georgia 31024

(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 \_\_\_\_\_

Dollar

(\$ \_\_\_\_\_) 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. SS 36-91-1, et. eq., 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.

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Tel: 706-485-5826 ♦ Fax: 706-923-2345 ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Putnam County, Georgia, its members, its officers and employees from and against all losses, claims, damages and expenses, including court-ordered attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by PUTNAM COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

### A. Workers' Compensation Insurance and Employer's Liability Insurance:

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Worker's Compensation – Required limits:

Coverage A – Coverage will include Statutory requirements

Coverage B – Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit – Disease

### B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Putnam County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability with limits of:  
\$1,000,000 Each Occurrence  
\$1,000,000 Personal Injury  
\$2,000,000 Products/Completed Operations  
\$2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
4. **Putnam County shall be named as Additional Insured.**
5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement.

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to PUTNAM COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with PUTNAM COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of PUTNAM COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Georgia.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with PUTNAM COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing PUTNAM COUNTY as an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide PUTNAM COUNTY thirty days notice of cancellation, non-renewal or any material reduction of insurance coverage.

***The original certificate shall be provided to the Putnam County Board of Commissioners as designated and mailed to: 117 Putnam Drive, Suite A, Eatonton, GA 31024.***

## GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, 2021 Edition, Supplemental thereto (Published and Not Published) and Special Provisions modifying them, except as noted below.

### Modification of Standard Specifications

#### **SECTION 101**

#### **DEFINITION AND TERMS**

Section 101.14 COMMISSIONER	Delete as written and substitute the following: THE PUTNAM COUNTY BOARD OF COMMISSIONERS
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE PUTNAM COUNTY BOARD OF COMMISSIONERS
Section 101.24 ENGINEER	Delete as written and substitute the following: PUTNAM COUNTY, DIRECTOR ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVE.
Section 101.83 COUNTY	Add: THE PUTNAM COUNTY BOARD OF COMMISSIONERS
Section 101.84 ATLAS	Add: ATLAS TECHNICAL CONSULTANTS

#### **SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS**

##### **Section 102.01 PREQUALIFICATION OF BIDDERS**

*Delete in its entirety and substitute the following:*

Before submitting a bid in excess of \$2,000,000, the Bidder shall have been prequalified with the Georgia Department of Transportation and received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board. Bidders submitting bids of \$2,000,000 or less shall have been registered with the Georgia Department of Transportation. In addition, the aggregate total amount a Non-prequalified Bidder may have under contract shall not exceed \$4,000,000.

Bidders intending to consistently submit Proposals shall prequalify at least once every two years. However, qualifications may be changed during that period upon the submission of additional favorable reports or upon unsatisfactory performance. In addition, the Georgia Department of Transportation reserves the right at any time to require the Contractor to furnish a current financial and experience statement.

Bidders may be required to submit additional evidence setting forth qualifications which entitle him to considerations as a responsible Contractor. This may include:

- A complete listing of all work currently under contract and its current status
- A full listing of all work to be self-performed and to be completed by subcontractors on this project
- A listing of available equipment for use on this work, including the type, size and location of equipment
- A listing of available personnel, both supervisors and operators, for use on this project including the current projects that these personnel are assigned.

**Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK**

*Add the following paragraph:*

"The County will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."

**Section 102.07 REJECTION OF PROPOSALS**

*Add the following subparagraphs:*

I. The County reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the County reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

J. The County also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the Putnam County, Georgia."

**Section 102.08 PROPOSAL GUARANTY**

*Substitute the following for the first sentence:*

"No bid will be considered unless it is accompanied by a certified check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to the Board of Commissioners of Putnam County. Such Bid Bond shall be on the forms provided by the County."

**Section 102.09 DELIVERY OF PROPOSALS**

*Delete in its entirety and substitute the following:*

"Bids should be submitted in duplicate in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

- Putnam County Board of Commissioners
- Bid for Construction
- Bid Number
- Date and Hour of Bid Opening
- Company Name

## **SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS**

*Delete the paragraph and substitute the following:*

"The Contractor shall indemnify and save harmless the County, the engineer, and their agents and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding The Work; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance."

## **SECTION 108 - PROSECUTION AND PROGRESS**

If the Contractor elects to sublet any Bid Item, no work on any such Items shall be begin without prior approval of the necessary Subcontract.

The Contractor's cost for Construction Layout shall be included in the unit price bid items.

### **108.02 NOTICE TO PROCEED:**

*Retain as written except as follows:*

*Delete the second paragraph which begins "Within 10 calendar days .... " and substitute the following:*

"Within 10 calendar days after the Notice to Proceed has been issued, the Contractor shall begin the work. Contract Time charges for Available Day and Calendar Day projects will begin on the date the Contractor starts to work, or 10 days after the Notice to Proceed, whichever comes first. For Completion Date Projects Contract Time charges shall begin on the day after the Notice to Proceed.

The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provision of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.”

## **SECTION 109 MEASUREMENT AND PAYMENT**

### **Section 109.07 PARTIAL PAYMENTS**

*Delete the second Paragraph under "A. General"*

*ADD the following to "A. General"*

“1. The Department shall retain 5% of the gross value of the completed work as indicated by the current estimate certified by the Engineer for payment.

2. There will be no consideration for reduction of retainage until Final Payment as defined in 109.08.”

### **Section 109.08 FINAL PAYMENT**

*Delete in its entirety and substitute the following:*

"Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the COUNTY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same."

A. INTEREST: In the event the Contractor fails to execute the Final Supplemental Agreement as prepared by the County because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the Department to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the Department or by final judgment of the proper court in the event of litigation between the Department and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the Department for any sum claimed by

the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the Department to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.”

**\*\*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 AGENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINATION 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 MR. RICHARD BOULLAIN AT [RICHARD.BOULLAIN@ONEATLAS.COM](mailto:RICHARD.BOULLAIN@ONEATLAS.COM)



**PUTNAM COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. **Individuals, firms and businesses seeking an award of a Putnam 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, named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the County Administrator. 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.**

**II. DELIVERY:**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Mr. Richard Boullain [Richard.Boullain@oneatlas.com](mailto:Richard.Boullain@oneatlas.com) prior to bid submittal.

#### **IV. SUBMISSION OF BIDS:**

- A. Bids shall be enclosed in sealed envelopes, addressed to the Putnam County Board of Commissioners with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- C. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- D. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- E. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- F. Unsigned bids will not be considered except in cases where bid is enclosed with other documents which have been signed. The County will determine this.
- G. Putnam County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Putnam County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- H. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. WITHDRAWAL OF BID DUE TO ERRORS:**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify Putnam County of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Putnam County's discretion.

**VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item which fails to meet the specifications shall be borne by the bidder.

**VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

**VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS:**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Putnam County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, 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, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

**X. DISCOUNTS:**

A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

**XI. AWARD:**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

**XII. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by Putnam County, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Putnam County Manager, shall constitute authority for the Putnam County Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Putnam County Manager for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Putnam County Manager.

**XIII. COUNTY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

**XIV. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

**XV: CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute

a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Putnam County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Putnam County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Putnam County shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Putnam County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT:**

The contract may be canceled or annulled by the Putnam County Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Putnam County Manager, shall constitute contract default.

**XVIII. DISPUTES:**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Putnam County Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XIX. SUBSTITUTIONS:**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XX. INELIGIBLE BIDDERS:**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXI. OCCUPATION TAX CERTIFICATE:**

Each successful bidder shall provide evidence of a valid Putnam County occupation tax certificate if the bidder maintains an office within the unincorporated area of Putnam County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXII. PURCHASING POLICY AND REVIEW COMMITTEE:**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Putnam County Purchasing Ordinance.

**XXIII. AMERICANS WITH DISABILITIES ACT:**

All contractors for Putnam County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Putnam County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Putnam County should be directed to Mr. Paul Van Haute, Putnam County Manager.

**XXIV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## **XVIII. TAX LIABILITY**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

## **XIX. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Putnam County Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Putnam County Manager shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Putnam County Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Putnam County Manager shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Putnam County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Putnam County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

#### **XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Putnam County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

#### **XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

#### **XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees



by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXXII. CODE OF ETHICS:**

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Putnam County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

**XXXIII. PENDING LITIGATION:**

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.