

Butts County
625 West Third Street
Jackson, Georgia 30259
(770) 775-8200
Attn: Michael Brewer

**BID PACKAGE
FOR**

Riley Road Improvements

**Bid Date: April 21, 2017
11:00 AM**

Bidder

Name: _____

Address: _____

City, State, Zip: _____

DO NOT UNSTAPLE THIS BOOKLET

ALL REQUIRED INFORMATION SHALL BE ENTERED BY HAND OR STAMP. FAILURE TO RETURN ALL DOCUMENTS CONTAINED IN AND REQUIRED BY THIS BID PACKAGE SHALL RESULT IN DISQUALIFICATION OF THE BID.

Instructions to Bidders

1. All bids must be submitted on the form provided by Butts County.
2. All bids must be submitted no later than 11:00 am on the bid date. All bids will be received by the County Clerk (or designated representative) at the County Administration Building. If bids are mailed or otherwise shipped, they must be received before the bid closing. No facsimile bids will be accepted. Butts County will not accept any bids received after the bid closing time.
3. All bids must be executed by an officer of the company legally authorized to execute documents and bind the company financially. The corporate seal, if appropriate, must be affixed to the bid.
4. Submit two copies of the bid package in a sealed envelope with the project name, bid date and company name clearly marked on the outside of the envelope. All bids must be marked to the attention of the County Clerk.
5. Butts County reserves the right to reject any and all bids.
6. Project plans/specifications may be obtained at bidder's expense from:
Ballew Printing, LLC, 131 McDonough, GA 30253. Troy Ballew 404-781-3480
7. No telephone inquiries will be addressed regarding this bid. Any procedural questions must be submitted in writing to:

Wayne Smith, PE
DWSmith Design Group, Inc.
23 Hampton Street
McDonough, GA 30253
wsmith@dwsdgi.com

8. Any questions regarding the project scope, plans and/or specifications must be submitted in writing no later than seven (7) days prior to the bid date. A written response will be provided to all known bidders. Submit all technical questions to:

Wayne Smith, PE
DWSmith Design Group, Inc.
23 Hampton Street
McDonough, GA 30253
wsmith@dwsdgi.com

9. The Bidder, before making his bid, shall examine the drawings, specifications and the project site/s and shall make such examinations on the ground as may be necessary to thoroughly familiarize himself with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain information on local conditions or general laws or regulations pertaining thereto. At the time of opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, contract documents (including all addenda) and the construction specifications. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.

10. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
11. The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. Any decisions of Butts County regarding the bid and selection process are final.
12. Prior to execution of the contract documents, a certificate of insurance will be required to be provided to the Owner. Coverage must be maintained for the duration of the project. Each policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Butts County. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain limits no less than the following:

General Liability - \$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

Automobile Liability - \$2,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

Worker's Compensation and Employer's Liability - \$1,000,000 Employers' Liability limit per accident and Worker's Compensation as per statutory requirements.

Project Specifications

Project Scope: Part 1: Riley Road Improvements including, grading, drainage, subgrade preparation, graded aggregate base construction, triple surface treatment (#6/7/89), storm drainage, erosion control, traffic control, etc.

Part 2: Water line extension, creek crossing, fire hydrant assemblies and associated appurtenances for replacing existing residential customer services/meters.

Contract Time: The contractor shall complete the project work within one hundred twenty (120) calendar days from Notice to Proceed.

Bid Award: The Board of Commissioners will review the bids and select the lowest and best bid. Butts County reserves the right to reject any and all bids. The bid submitted must be good for a period of 60 days from bid date.

Preconstruction Conference: A preconstruction conference will be held prior to issuing a Notice to Proceed. The Preconstruction Conference will allow for discussion of project schedule, traffic control, inspection and notification requirements, etc. that may be applicable. The contractor must submit a proposed project schedule that outlines the sequence and scheduling of project activities, a traffic control plan and any proposed subcontractors to be utilized on this project. The date and time of the Preconstruction Conference will be determined by Butts County after bid award.

All workmanship and materials must comply with applicable GDOT Specifications (latest edition) and GDOT Construction Standards and/or Details. Project plans and specifications and Special Provisions will also govern. In the event of a conflict, the most stringent will apply.

Maintenance During Construction: The contractor is responsible for maintenance of the project area from the beginning of construction operations until final acceptance in accordance with GDOT Standard Specifications Section 104.05, 105.14 and 107.13.

Utility Coordination: The contractor is responsible for complying with all "Call Before You Dig" laws and requirements. The contractor must notify Butts County if any discrepancies or conflicts are found. The contractor shall notify any affected utility owners in accordance with Section 107.21 prior to beginning construction. The following contacts are provided for information purposes only:

- Central Georgia EMC – David Pinholster (770) 504-7872
- ATT – Michael McDaris (770) 227-6892
- City of Flovilla Water – (770) 775-5661

Inspection of the Work: The contractor must provide access to the work for inspection by representatives of Butts County as per Section 105.11. Butts County will utilize Construction Materials Services, Inc. (CMS) to perform certain inspection and testing services. The contractor must contact Engineer at least 48 hours prior to beginning construction and to request any testing and/or inspections.

Traffic Control: The safety of the traveling public is paramount and must be provided for in accordance with Subsections 107.07, 107.09 and Section 150. The contractor must prepare and submit a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 Edition, Rev. 2 (MUTCD).

Subcontractors: The contractor shall submit a list of any proposed subcontractors at the Preconstruction Conference for approval. The list shall indicate Name, Address and Contact Person for the company and the area(s) of work that they are planned to accomplish.

Payment: Contractor to submit pay request to Butts County. Butts County agrees to review and process pay requests within 30 days from receipt. A total of 10% of progress payments will be retained until final acceptance by Engineer and Butts County has occurred.

Contract Documents:

Included in Bid Package:

- Bid Package (Including: Instructions to Bidders and Project Specifications)
- Bid Schedule
- Agreement/Contract
- Georgia Security and Immigration Compliance Act Contractor Affidavit
- SAVE Affidavit
- Performance Bond
- Payment Bond

Included by Reference: *(Use latest revision of the following GDOT Specifications)

Sec. 150 – Traffic Control

Sec. 165 – Maintenance of Temporary Sediment & Erosion Control Devices

Sec. 167 – Water Quality Monitoring

Sec. 210 – Grading Complete

Sec. 310 – Graded Aggregate Construction

Sec. 318 – Selected Material Surface Course

Sec. 424 – Bituminous Surface Treatment

Sec. 441 – Miscellaneous Concrete

Sec. 500 – Concrete Structures

Sec. 550 – Storm Drain Pipe, Pipe-arch Culverts, and Side Drain Pipe

Sec. 636 - Highway Signs

Sec. 643 - Fence

Sec. 652 - Painting Traffic Stripe

Sec. 700 - Grassing

BID SCHEDULE

MADE TO: **Butts County, Georgia**
623 West Third Street
Jackson, GA 30233

PROJECT NAME: **Riley Road Improvements**

The undersigned, as Bidder, hereby declares that the only person or persons, company or parties interested in this bid is or are names herein; and that this bid is made without connection with any other person, company or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications and contract documents relative thereto, and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents. The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets or any and all other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation these dealing with the disposition of the bid security. The bidder agrees that, at the time of signing the contract, he will furnish the **performance bond** and **payment bond** in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all of the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications and bid schedule.

RILEY ROAD IMPROVEMENTS- BID SCHEDULE

RILEY ROAD ROADWAY IMPROVEMENTS - BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
107-1300	ADJUST & MAINTAIN MAIL BOXES	EA	40	\$	\$
149-1000	CONSTRUCTION LAYOUT	LS	LS	\$	\$
150-1000	TRAFFIC CONTROL	LS	LS	\$	\$
165-1000	MAINTENANCE OF EROSION & SEDIMENT CONTROL ITEMS	LS	LS	\$	\$
167-1000	WATER QUALITY MONITORING AND SAMPLING	MO	4	\$	\$
167-1500	NPDES REQUIRED INSPECTIONS	MO	4	\$	\$
210-0100	GRADING COMPLETE	LS	LS	\$	\$
310-5080	GRADED AGG. BASE COURSE, 6 INCH, INCL. MATL	TN	30	\$	\$
318-1000	AGGREGATE SURFACE COURSE, GRADED AGG.BASE, INCL MATL	TN	4,500	\$	\$
424-1000	TRIPLE SURFACE TREATMENT (#6/7/89) INCL SAND SEAL	SY	21,000	\$	\$
441-0016	DRIVEWAY CONCRETE, 6" THICK	SY	50	\$	\$
500-3800	18" CONCRETE HEADWALL	EA	8	\$	\$
500-3800	24" CONCRETE HEADWALL	EA	2	\$	\$
550-1180	STORM DRAIN PIPE, HDPE, 18 IN	LF	165	\$	\$
550-1180	STORM DRAIN PIPE, HDPE, 24 IN	LF	50	\$	\$
550-2180	SIDE DRAIN PIPE (DRIVEWAY PIPES, HDPE), 18 IN	LF	800	\$	\$
636-1000	25 MPH SPEED LIMIT SIGNS (R2-1), INCL MATL	EA	8	\$	\$
643-1000	5-STRAND BARBED WIRE FRNCE, INCL MATL	EA	1,500	\$	\$
643-1001	10' FARM GATES	EA	5	\$	\$
652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	17,000	\$	\$
700-6910	PERMANENT GRASSING	AC	9	\$	\$
ROADWAY IMPROVEMENT ITEMS SUBTOTAL					\$

RILEY ROAD IMPROVEMENTS- BID SCHEDULE

RILEY ROAD ROADWAY IMPROVEMENTS - BASE BID					
RILEY ROAD WATER IMPROVEMENTS - BID ALTERNATE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
W-01	PVC WATER LINE, 6 INCH	LF	3,775	\$	\$
W-02	FIRE HYDRANT ASSEMBLY, INCL MATL	EA	6	\$	\$
W-03	STREAM CROSSING, INCL MATL	LS	LS	\$	\$
W-04	3/4 " RESIDENTIAL TAP, SERVICE & METER ASSEMBLY, INCL MATL	EA	9	\$	\$
RILEY ROAD WATER IMPROVEMENTS - SUBTOTAL					\$ -
TOTAL PROJECT BID PRICE					\$ -

TOTAL PRICE, LABOR AND MATERIALS \$ _____ (BASE BID)

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after notice to proceed, and to complete the project within 120 calendar days. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current addition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

Company Date: _____

By: _____
Signature

Typed Name

Title

Address

CORPORATE SEAL

City/State/Zip Code

(_____) _____
Telephone

(_____) _____
Fax Number

E-Mail Address

RILEY ROAD IMPROVEMENTS SPECIAL PROVISIONS - ROADWAY

1. Project has been cleared by County forces. Initial erosion & sediment control measures have been installed by County. Contractor agrees to accept project in current state at start of work and will be responsible for maintenance during project duration. Any repair or replacement required will be paid under Maintenance of Erosion & Sediment Control Items. Additionally, any minor new installation required to address changing conditions during project duration are to be paid under the same pay item.
2. Construction Layout: Project survey control established by County Surveyor, Andy Williams Surveying, Inc. (AWS). Contractor must coordinate with County Surveyor for construction layout. If contractor elects to perform own construction layout, AWS will provide sufficient control data to accomplish required construction layout. Any property pins damaged or destroyed during construction must be replaced by Contractor at no cost to County or property owner.
3. Fence: Typical field fence to consist of 5-strand barbed wire, metal posts, 10' on center; pull posts located maximum 100' separation. All pull and corner posts to be 6" treated wood. Exact location of fence and gates to be per instruction of County Public Works Director or his designated representative.
4. Stockpile area has been established by Butts County on private property on east side of road at approximate STA 47+00. Excess material excavated during construction will be placed at this site. All material to be placed in lifts and shaped and compacted to blend with existing topography and drainage patterns per County and/or Engineer direction. Site perimeter erosion control measures must be maintained throughout project duration. Entire site to be grassed with permanent vegetation at close of project.
5. Contractor must provide 24-hour contact person/phone number throughout project duration. If this changes at any point in project, Contractor must provide written notice to County and Engineer minimum of 48 hours prior to personnel change.
6. Contractor to provide satisfactory road access over and through project limits throughout project duration. Should inclement weather cause access to be interrupted, Contractor shall mobilize forces to adequately restore access within 12 hours from notification. Should Contractor fail to provide/restore adequate access, County shall retain the right to utilize County forces to restore access and Contractor will be responsible for all costs incurred, including but not limited to manpower, equipment, fuel, materials and miscellaneous expenses. County charges will be itemized and deducted from next progress payment.
7. Permanent grassing to include all disturbed area within right-of-way and outside of pavement limits. This also includes and temporary/permanent drainage easements outside the right-of-way plus the stockpile/waste area.
8. Contractor to provide temporary speed limit signs (25 MPH) during construction and prior to permanent sign installation.
9. All advance warning signs must be in place and inspected by County and/or Engineer prior to start of construction.

RILEY ROAD IMPROVEMENTS SPECIAL PROVISIONS - WATER

1. The base portion of the project is the roadway improvements. The water improvements are to be bid by all bidders as an alternate bid. The County reserves the right to award or not award the water improvement portion of the project.
2. In the event the water improvements portion is awarded, the Contractor must provide a sequence of operations that minimizes disruption of service to existing customers. Additionally, all new services are to be installed after rough grading and before subgrade and graded aggregate base construction occur.
3. Work to be performed by licensed utility contractor.

AGREEMENT / CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ in the year 2017, by and between Butts County, Georgia, hereinafter called the "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH

That the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

5.01. WORK

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as **Riley Road Improvements**.

The Owner shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contract or alteration which may be required in the Work, release the Contractor from the obligation to finish the work within the time allowed.

5.02. ENGINEER

The project will be overseen by Butts County and/or DWSmith Design Group, Inc. (DWS DGI). Butts County will retain the services of a Professional Engineer for project management, testing and inspection. Any reference hereinafter to Engineer shall be deemed to mean Butts County or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

5.03. CONTRACT TIME

The Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

5.04. CONTRACT PRICE

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the base bid for the sum of

_____ and / or as shown in the bid schedule.

5.05. PAYMENTS

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

5.06. PROGRESS AND FINAL PAYMENTS

Owner shall make progress payments on account of the contract price on the basis of Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be on the basis of the progress of the work, less 10% retainage.

5.07. CONTRACT DOCUMENTS

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Bid Package (Including: Instructions to Bidders and Project Specifications)
- B. Bid Schedule
- C. Agreement / Contract
- D. Georgia Security & Immigration Compliance Act Contractor Affidavit
- E. SAVE Affidavit
- F. Performance Bond
- G. Payment Bond

5.08. MISCELLANEOUS

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.
- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically,

Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a change order.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first above written. The Town Council authorized the Mayor to execute this agreement/contract the same being recorded in Minutes of the Meeting of the Town Council dated_____.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original.

CONTRACTOR	Butts County, Georgia OWNER
Signature	
Typed Name	
Title	
Date	Date
Attest:	Attest:
By Secretary	Clerk

(SEAL)

**SAVE AFFIDAVIT
CONTRACT WITH A LOCAL GOVERNMENT**

**STATE OF GEORGIA
BUTTS COUNTY**

By executing this affidavit under oath, as an applicant for **Butts County**, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with **Butts County**:

(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

As a representative of: _____
(Name of the business, corporation, partnership, or other private entity)

- (1) _____ I am 18 years of age or older.
- (2) _____ I am a United States citizen.
- (3) _____ I am a legal permanent resident. My Alien Registration Number is _____.
- (4) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.*

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.

This _____ day of _____, 2017.

Signature of Applicant: _____

Printed Name/Title: _____

Subscribed and sworn before me this _____ day of _____, 2017.

Notary Public

My commission expires:

***Note:** O.C.G.A. § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their Alien Registration Number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their Alien Registration Number. Qualified aliens that do not have an Alien Registration Number may supply another identifying number: _____.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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 **Butts County, Georgia** 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 the 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. § 13-10-9 1 (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

Riley Road Improvements
Name of Project

Butts County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (month) _____ (date), 2017 in _____ (city), Georgia.

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 _____, 2017.

NOTARY PUBLIC

My Commission Expires:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **Butts County, Georgia,** hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with drawings and specifications prepared by **Butts County** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating

with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any 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.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United State District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2017.

Attest:

Principal (Bidder) (SEAL)

BY:

Signature

Typed Name

Title

Attest:

Surety (SEAL)

BY:

Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY
Butts County, Georgia.
(Bond must not be dated prior to date of Agreement.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **Butts County, Georgia**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with the Bid Document and specifications prepared and issued by **Butts County, Georgia** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.
IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2017.

Attest: _____ (SEAL)
Principal (Bidder)

BY: _____
Signature

Typed Name

Title

Attest: _____ (SEAL)
Surety

BY: _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
Butts County, Georgia.
(Bond must not be dated prior to date of Agreement.)