

Department of Fire and Emergency Services

155 Yonah Homer Rd.

Homer, GA 30547

706.677.1812 fax 706.677.5114



Steve Nichols, Fire Chief

Scottie Mathis, Battalion Chief

TO: Whom It May Concern
FROM: Chief Steve Nichols
DATE: September 28, 2021
RE: Fire Station 41, Request for bids, Bid packet enclosed

BID NUMBER: 2021-1110

Sealed bids will be received by Banks County Board of Commissioners at the Commissioner's office located at 150 Hudson Ridge Suite 1, Homer, GA 30547 until 10:00 AM on November 10, 2021.

It is the intent of this sealed bid to establish a contract with a contractor to provide all material, labor and equipment to construct a pre-engineered 60'X100' metal building installation that will be located at 2440 Damascus Rd, Baldwin, GA 30511 also known as Banks County Fire Station #41. Scope and specifications for the building can be obtained from:

Fire Chief Steve Nichols
228 Candler Street
Homer, GA 30547
706-677-1812
Email: snicholsbcfd@gmail.com

The Banks County Board of Commissioners reserves the right to accept or reject any and all bids in the bid process.

SCOPE:

It is the intent of this Invitation to Bid to establish a contract with a Contractor to provide all material, labor, and equipment to construct a pre-engineered 60' X 100' metal building installation that will be located at 2440 Damascus Rd, Baldwin, GA 30511 also known as Banks County Fire Station #41.

COMPLETION:

Banks County will require the Contractor to begin work within thirty (30) calendar days after receipt of the contract award letter / purchase order, and complete the work within 120 calendar days thereafter. If this schedule cannot be met, bidder must state number of days required to complete the project. Failure to state completion time obligated bidder to complete project by County's requested date. Extended delivery dates may be considered when in the best interest of the County.

Completion: _____ days after receipt of order.

LOCATION: 2440 Damascus Rd
Baldwin, GA 30511

INSURANCE:

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Georgia station its willingness to insure the Company pursuant to the terms of any contract resulting from this invitation to bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Banks County:

- a) Works Compensation: As required by the State of Georgia
- b) Comprehensive General liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.

MANDATORY INSPECTION OF FACILITY:

An onsite walk through will be held upon completion. Individuals attending will meet at the site.

QUALIFICATIONS:

Contractors must provide proof that they are qualified installers of the product bid by the manufacturer or otherwise meet the product manufacturer's qualification to install the product bid and qualify for the manufacturer's warranty. Contractor shall be properly licensed with the State of Georgia.

SPECIFICATIONS:

- Provide foundation structural design by registered engineer working in conjunction with geotechnical testing of site and building reactions provided by manufacturer. Stamped engineer foundation drawings/plans shall be provided to Banks County.
- Construct building pad with suitable compacted material.
- Construct concrete foundation per engineering drawings/plans with 6" in the living quarters area and 10" thick in the garage/bay area for apparatus, wire reinforced slab and cast-in anchor bolts.

- Furnish and construct 60' X 100' X 16' eve height pre-engineered building with 1:12 roof pitch and 115 mph wind load. Building will have a PBR galvalume roof standing seam 24 gauge.
- Furnish and install PBR colored liner panels from floor to roof, all walls, and ceiling of shop area.
- Furnish and install 60' partition wall transverse sheeted on one side at 60'.
- Install one wall mounted 48" X 48" diameter exhaust fan with louvers in the shop area and a 24"X24" exhaust fan with louvers in the attic above the living quarters , high in gable end walls, with appropriate framing for support.
- General clean-up of building debris.
- Provide all equipment needed to construct the building.
- Live load will be 20PSF with a wind load of 115 MPH.
- Sill condition will be formed base trim, wall color choice is sig200.
- All trim will be choice sig200.
- Bay spacing will be 6@20'.
- Column type will be standard with Girt flush/bypass.
- Roof panels will be standing seam 24 gauge and wall panels will be PBR 26 Gauge.
- Warranty for the building paint and galvalume finish shall be minimum 25 years. Customer will pick paint colors.
- Walk doors installed: (7) 3070 metal insulated doors with mortise locks.
- Framed openings in the bay area for garage doors shall be (6) 14' X 14' with (3) 4'X4' windows openings.
- Insulation shall be VRR-plus R-13 roof and walls (4") or equivalent minimum.
- Liner panels shall be installed on all walls and ceiling of the shop area.
- Windows installed shall be (9) 4'X4' store front windows, insulated, tinted glass, and bronze frames.
- Store front door install, (1) 3070 store front door with panic hardware and closer.
- Concrete pad will consist of 60' X 40' X 6" and 60'X 60' 10" monolithic slab, 4000-pound mix, furnished labor and material to form, install rebar and dig footings, anchor bolts, and all saw joints. Bidder will provide sub grade with 1/10.
- Install one trench drain to be 12" wide with grate and 60' long down center of building.
- Permits will be supplied by builder/owner.
- Show breakdown of pricing to include but not limited to:
 - Cost of Building
 - Cost of Erecting building
 - Cost of floor drain system for building
 - Cost of concrete work and preparation.

Banks County reserves the right to award any and or all parts of this bid package depending on bid pricing concerning concrete pads, grading, and site prep work.

BANKS COUNTY FIRE & EMS POINT OF CONTACT:

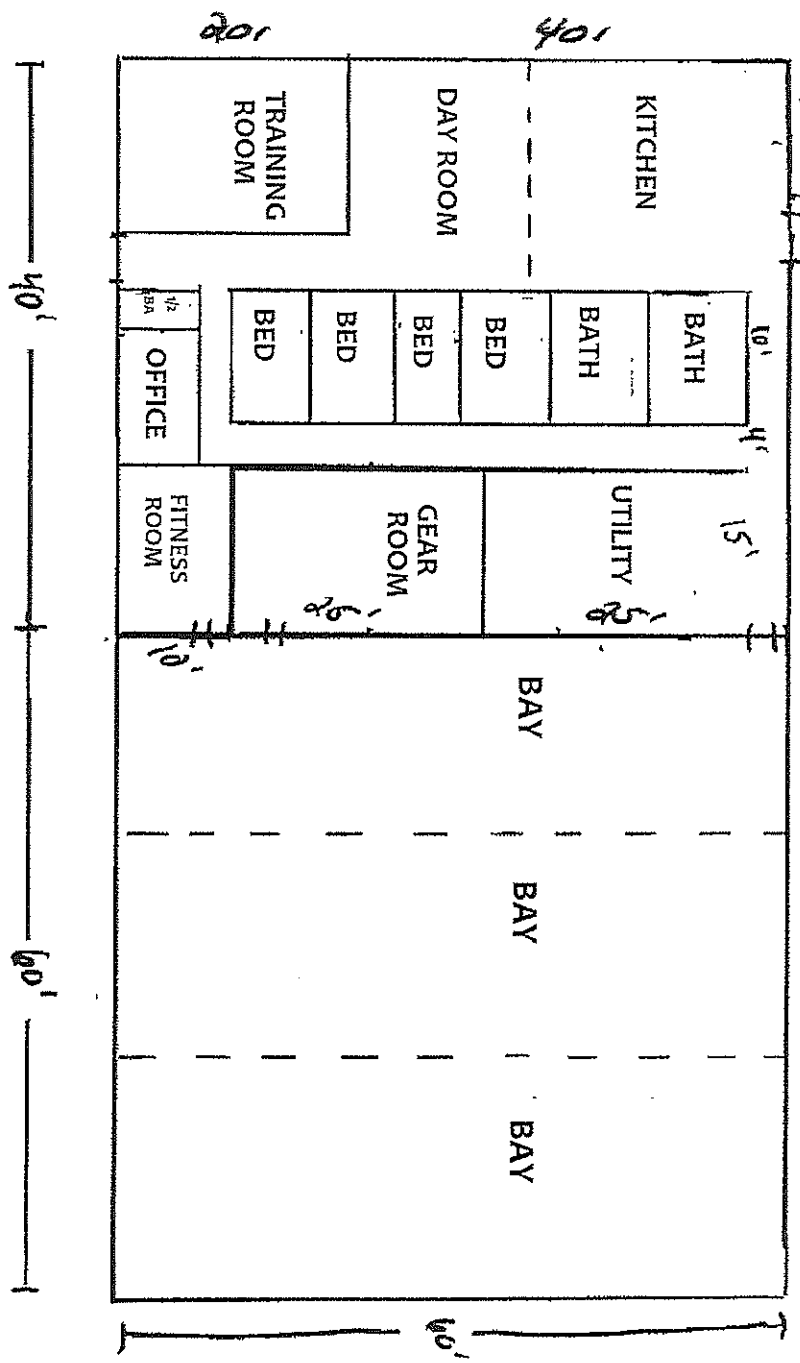
Fire Chief Steve Nichols

228 Candler St.

Homer, GA 30547

706-677-1812 Email: snicholsbcfd@gmail.com

Banks Co. Fire / EMS St. 41



Freeman / Nix 2020



Banks County Contract Checklist

BID # _____

- CERTIFICATION OF NON-COLLUSION IN BID PREPARATION
- NON-COLLUSION AFFIDAVIT
- CORPORATION INFORMATION
- REFERENCES – GENERAL CONTRACTOR
- LIST OF SUBCONTRACTORS
- BID BOND
- LARGE/MAJOR CONSTRUCTION INSURANCE REQUIREMENTS
- CONTRACT
- CERTIFICATE OF INSURANCE
- BANKS COUNTY CONTRACTOR AFFIDAVIT AND AGREEMENT
- W-9
- PAYMENT BOND
- PERFORMANCE BOND
- SECTION 3 FORMS *(If required by project)*
- COPY OF BUSINESS LICENSE
 - BANKS COUNTY
 - OTHER COUNTY: _____
- PROJECT SPECIFIC FORMS

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

Certification of Non-collusion in Bid Preparation _____
Signature Date

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

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

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

Federal Tax ID # _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

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NON-COLLUSION AFFIDAVIT

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for _____(Company Name) on the _____ (Project Name/#) and that said _____(Title/Position) 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 whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

BY: _____
Signature of Affiant

Name – Typed or printed

Title

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

Notary Public

(Seal)

Note: See OCGA § 36-91-21 (e)

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CORPORATION INFORMATION

CORPORATE NAME _____

CORPORATE ADDRESS _____

MAILING ADDRESS (IF DIFFERENT) _____

DOING BUSINESS AS (IF DIFFERENT THAN CORPORATE NAME) _____

CORPORATE OFFICERS: PRESIDENT _____

SECRETARY _____

TREASURER _____

VICE PRESIDENT _____

REGISTERED AGENT ADDRESS _____

POWER OF ATTORNEY ADDRESS _____

DATE OF INCORPORATION _____

NUMBER OF FULL DAYTIME EMPLOYEES (M-F/8-5) _____

HAS THE CORPORATION OR ANY OF ITS OFFICERS/AGENTS BEEN INVOLVED IN ANY LITIGATION IN THE PAST FIVE YEARS? IF SO, PROVIDE DATE AND EXPLANATION

AUTHORIZED REPRESENTATIVE SIGNATURE _____

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REFERENCES – GENERAL CONTRACTOR

Banks County requests a minimum of three (3) references for the Bidder where construction of a similar size and scope have been completed in the past ten (10) years.

1. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____
CONTRACTOR SUPT. _____
2. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____
CONTRACTOR SUPT. _____
3. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____
CONTRACTOR SUPT. _____

[Attach additional sheets, if necessary]

Company Name _____
FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

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

Banks County Board of Commissioners
(Name of Obligee)

150 Hudson Ridge, Suite 1, Homer, GA 30547
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Banks County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Banks County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Banks 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 Banks 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. §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 _____, 20_____.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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LARGE/MAJOR CONSTRUCTION INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) **\$1,000,000 limit of liability per occurrence for bodily injury and property damage**
 - (b) Separate \$1,000,000 Owner's and Contractor's Protective policy with **Banks County Board of Commissioners as Named Insured**
 - (c) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) **\$500,000 limit of liability per occurrence for bodily injury and property damage**
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - **Minimum \$5,000,000 limit of liability**
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, tunnels, culverts and railroad crossings - limit at least as broad as contract amount
6. Banks County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

8. Certificate Holder should read:
Banks County Board of Commissioners
150 Hudson Ridge, Suite 1
Homer, GA 30547
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Banks County as to form and content has been filed with Banks County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

****Banks County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.****

**“SAMPLE”
CONTRACT**

This AGREEMENT made and entered into this _____ day of _____, 20_____ by and between Banks 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:

(Description)

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 hereunder within _____ consecutive calendar days from and after said date.

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, the amount of _____ Dollars and no/100 dollars (\$ _____) per day as liquidation of the extra expense incurred by the County and liquidated damages to the County.

The County shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$ _____) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the County that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the County may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the County to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Agreement, Banks 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 Banks 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 first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its

expense, within five (5) days after the receipt of notice from the first party 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 second party 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 first party.

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 agreement.

(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.

BANKS COUNTY, GEORGIA

BY:

Charles Turk, Chairman
Banks County Board of Commissioners

ATTEST:

Regina Gailey, County Clerk
Banks County Board of Commissioners

(SEAL)

APPROVED AS TO FORM:

J. Randall Frost, Banks County Attorney

CONTRACTOR: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name, Corporate Secretary

(SEAL)

(TO BE SUBMITTED BY SUCCESSFUL CONTRACTOR)

BANKS COUNTY CONTRACTOR AFFIDAVIT AND AGREEMENT



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 Banks County 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. § 13-10-91(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/Number of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FROM PURCHASING ↓

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

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

Banks County Board of Commissioners
(Name of Obligee)

150 Hudson Ridge, Suite 1, Homer, GA 30547
(Address of Obligee)

Hereinafter called Obligee;

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

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

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons

furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

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

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under 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 there under.

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

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

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

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

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By:

(Address)

(Surety)

By:

(Attorney-in-Fact)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

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

Banks County Board of Commissioners
(Name of Obligee)

150 Hudson Ridge, Suite 1, Homer, GA 30547
(Address of Obligee)

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

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

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under 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 there under.

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

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.