



08/13/2025

TO: All Potential Bidders

SUBJECT: Downtown Traffic Signal Upgrades

Bid Ref. #26-007

Bid Opening Date & Time: September 03, 2025 @ 2:30 p.m.

ADDENDUM NO. 2

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced invitation to bid. Bidders **must acknowledge receipt** of the addendum on the form provided in the invitation to bid, when the bids are submitted.

QUESTIONS AND ANSWERS

1. The plans indicate that new lighting will be powered from the corresponding traffic signal cabinet, with photocell controls installed at each cabinet, as noted on page 25-0001, note #8. Typically, GDOT does not permit lighting circuits to be tied into their traffic signal cabinets. Can you confirm if this connection is acceptable for this project, or will a separate/new power service be required for the lighting? ***Answer: A new power service will be required for the street lighting that will connect to the 1" power conduit in the mast arm pole base.***

2. We noticed that some of the existing traffic signals are tied into power poles. If any power poles or associated power service are required to be relocated, will the City coordinate with the power company to relocate the poles, or will this be the contractor's responsibility? ***Answer: It will be the contractors responsibility to coordinate with the power company and provide connectivity to the power pole.***

End of Addendum 2

Ricky Gladney

Ricky Gladney, Buyer

Cc: Joseph Threadcraft, TEI Engineering
John Shepherd, Engineering Project Manager
Scott Tennison, Sales Tax Project Manager
Ken Breedlove, Traffic Engineering Manager

FINANCE



08/08/2025

TO: All Potential Bidders

SUBJECT: Downtown Traffic Signal Upgrades

Bid Ref. #26-007

Bid Opening Date & Time: September 03, 2025 @ 2:30 p.m.

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Invitation to Bid. Bidders **must acknowledge receipt** of the Addendum on the Bid Form, located in the invitation to bid, when the bids are submitted.

QUESTIONS AND ANSWERS

1. The plans indicate lighting work; however, the bid form does not include any line items related to lighting. Could you please confirm whether the lighting scope is included in this bid? ***Answer: The missing line items have been corrected at the following link:***
<https://www.dropbox.com/scl/fo/vlpe89wg9yfv3l7kohq84/AADxNy7kTsQjSVjr3Ld3pbE?rlkey=uj2qpil9c2350w35ld4mpf6lk&st=80yetybr&dl=0>
2. Will a change order be allowed for rock encountered during directional drilling, given that subsurface conditions cannot be determined in advance? ***Answer: It is unlikely that rock will be encountered. If significant rock is encountered during directional boring, the City will consider a change order.***

End of Addendum 1

Ricky Gladney
Ricky Gladney, Buyer

Cc: Joseph Threadcraft, TEI Engineering
John Shepherd, Engineering Project Manager
Scott Tennison, Sales Tax Project Manager
Ken Breedlove, Traffic Engineering Manager

FINANCE

		BID NAME:	Downtown Traffic Signal Upgrades	
		BID NUMBER	ITB #26-007	
		DATE:	Friday, August 8, 2025	
Please Print				Please Print
Representative (s)	Company Name	Address (City, State & Zip)	Telephone #	Email Address
Ricki Gladney	City of Albany	222 Pine Avenue, Suite 260, Albany, Georgia 31702	229-431-3211	rgladney@albanyga.gov
Joseph Threadcraft	TEI			Joseph@tei-engineers.com
Asmir Vehabovic	NBT Group		678-862-4541	asmir.v@nbtgroupllc.com
Sarah Bailey	JR Industrial			s.baileyjrindustrial@gmail.com
Nathan Allen	BBH Electric		404-655-4206	nathanallen@bbhelectric.com
Anthony Montoya	Universal Signs		772-242-9116	amontoya@universalsigns.com



August 01, 2025

**INVITATION TO BID
Downtown Traffic Signal Upgrades
Bid Reference No. 26-007
PI 0008384, Dougherty County**

Sealed Bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **2:30 p.m. on September 03, 2025**, for all work required for the upgrade sixteen (16) traffic signals in Downtown Albany, Georgia. Work includes replacing existing supports with black, powder-coated mast-arm poles, upgrading signal heads, controllers, cabinets, detection equipment, and pedestrian facilities, including ADA-compliant ramps and crosswalks, in accordance with bid documents, specifications, and all other contract documents contain herein.

A Pre-Bid Conference will be held on **August 08, 2025, at 10:00 a.m.** through **Zoom:**

<https://us06web.zoom.us/join?muid=3584b887-9c79-4ca8-9e9c-92bedc92634c>

Meeting ID: 823 4791 3297 **Passcode:** 883698 The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

This project will be bid on a lump sum basis for all specified work and if the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements.

A 5% Bid Bond is required of all bidders. Bid bond must be present for bid to be read or considered. 100% Performance and Payment bonds will be required of the successful bidder.

The City of Albany strongly encourages Small Business firms to participate in this bid. The City of Albany reserves the right to reject any and all bids and to waive any informalities in the bidding process. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

Bid documents are available at the Procurement Division, www.albanyga.gov and on the Georgia Procurement Registry.

For additional information, contact Ricky Gladney, Buyer I, at (229) 302-1455. Submit all questions via email to rgladney@albanyga.gov cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **August 22, 2025, at 2:30 p.m.** Replies of substance will be answered in the form of an addendum and made available to all potential bidders.

City of Albany,


Joshua Williams, CPPB
Procurement Manager

FINANCE

**CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

SPECIAL INSTRUCTIONS
CITY OF ALBANY
Downtown Traffic Signal Upgrades
Bid Ref. #26-007
PI 0008384, Dougherty County

1. **General:** The project will upgrade sixteen (16) traffic signals in Downtown Albany, Georgia. Work includes replacing existing supports with black, powder-coated mast-arm poles, upgrading signal heads, controllers, cabinets, detection equipment, and pedestrian facilities, including ADA-compliant ramps and crosswalks.

All signal equipment must integrate with GDOT's MaxView system or future GDOT networks. The city requests that intersections 01, 02, 05, 06, 07, 10, 11, and 12 be prioritized first, with the remaining intersections to be started once 80% of the first group is complete.

Coordination with GDOT PI 0015401 (Downtown Streetscape Project) is required. Additional traffic control measures may be required to address overlapping work zones. All work must comply with GDOT, MUTCD, ADA, and City of Albany standards. Please note, in accordance with Chapter 10.3 of the Local Administered Projects Manual, "All bidding contractors must be pre-qualified by GDOT." Bidders submitting a bid of \$2,000,000 or less must be either a pre-qualified contractor or a registered subcontractor with GDOT. Bidders submitting bids in excess of \$2,000,000 must be prequalified with GDOT. Drawings, bid form, FHWA 1273 form and other required bid documents are linked here:

<https://www.dropbox.com/scl/fo/vlpe89wg9yfv3l7kohq84/AADxNy7kTsQjSVjr3Ld3pbE?rlkey=uj2qpil9c2350w35ld4mpf6lk&st=80yetybr&dl=0>

2. **Contract:** The contract shall be written for all work required, expressed, or implied, that is necessary to perform the work described in the bid documents, special instructions, specifications, project manual and all other contract documents. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is expressly approved in writing by the owner's designated representative prior to execution. The successful bidder will be required to submit two (2) copies of the contract contained herein within ten (10) days following the issuance of the Notice of Award.
3. **Contractor's Bid:** Bidders submitting bids in excess of \$2,000,000 must be prequalified with GDOT. Bidders submitting a bid of \$2,000,000 or less must be either a pre-qualified contractor or a registered subcontractor with GDOT. All bidding contractors must be pre-qualified by GDOT. According to Title 36 for bidding procedures, no negotiating is allowed between opening of bids and execution of the construction contract with the contractor. Bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with specifications, general conditions, special instructions to bidders and all other provisions included in this invitation to bid. Bidder shall be responsible for visiting the job site and familiarize himself with the local conditions.
4. **Bid Withdrawal:** No bid may be withdrawn for a period of **sixty (60)** days from the bid opening date.
5. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process. The Owner of this project is the City of Albany.
6. **Contract Time:** Contract must be completed within **seven hundred thirty (730)** calendar days following the issuance of the Notice to Proceed. Performance will be monitored and documented by

the Project Manager. Not completing this contract within the time specified may hamper the contractor's ability to secure future contracts with the City.

7. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor fail to complete the work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the rate of **two hundred fifty (\$250)** per calendar day, see Section 108.08.
8. **Bid Bond:** Each bid shall be accompanied by a bid bond (surety) acceptable to the Owner, in an amount equal to at least five **(5%)** percent of the bid, payable without condition to the Owner as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the bid and other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work referencing Section 102.08. The bid bond must be presented in its original form. Copies are not acceptable.
9. **Performance Bond and Payment Bonds:** A 110% Performance Bond and 110% Labor and Materials Payment Bond will be required of awarded bidder. All bonds must be submitted to the Procurement Office before work can commence. The bonds must be presented in their original form. Copies are not acceptable.
10. **Bid Form:** Bid **must** be submitted on the bid form provided by the City of Albany. Bid is for a lump sum contract and will be awarded to the responsive and responsible bidder submitting the lowest total base bid. Bid will be awarded to the responsive and responsible bidder(s) submitting the lowest bid, in the measure that best benefits the City of Albany.
11. **General Insurance Requirements:** Contractor shall maintain applicable insurance for this project with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than **One Million (\$1,000,000)** Dollars, a liability limit of not less than **One Million (\$1,000,000)** Dollars for each accident for property damage. Contractor shall also carry product/completed operations liability insurance for personal injuries and/or death in the amount not less than **One Million (\$1,000,000)** Dollars for any one person. Contractor shall maintain a combined single liability limit of **One Million (\$1,000,000)** Dollars covering owned, non-owned, leased, and hired vehicles. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **One Hundred Thousand (\$100,000)** Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. Contractor shall furnish evidence to the City of the continuance in force of said policy's declaration page (s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Albany as additional insured. All insurance policies must provide that the City of Albany will be notified within

30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage.

12. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
13. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
14. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).
15. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).
16. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).
17. **Permits & Fees:** Within **five (5) days** following the issuance of the Notice to Proceed, the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate(s) before any work can commence. This documentation should be on file in the Procurement Office prior to the start of any work associated with this contract. The contractor is required to contact **the Project Manager, Joseph Threadcraft and Ken Breedlove, at 229-407-0864 within five (5) days of completion for a final inspection.** Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration **prior** to commencement of work.
18. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.
19. **Superintendent:** The contractor shall have a superintendent or representative on the site at all times while work is being performed. He will represent the contractor and all communications given to him shall be binding as if given to the contractor.
20. **Preservation of Property:** The contractor shall carry out his work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at his own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing

public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.

21. **Public Convenience and Safety:** Fire hydrants on or adjacent to the street shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any hydrant. Adjacent premises must be given access at all times and gutters shall not be obstructed. Materials shall not be stored along the streets. Traffic on streets shall be maintained at all times. Dust and debris shall not create a hazard or a nuisance.
22. **Barricades and Warnings:** The contractor is responsible for providing security fencing, signage, and any other measures necessary to secure the jobsite and protect the safety of the public utilizing the project area. Fencing shall be properly secured using adequate sandbags to anchor the fence and clamps on posts of adjoining panels to secure the fence. The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.
23. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.
24. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
25. **Termination of Contract for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
26. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that he is competent, knowledgeable and has

special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

27. **Corporations:** All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
28. **Pre-Construction Conference:** Successful bidder will be required to attend a Pre-Construction Conference with the owner's representative to discuss any details of the project, submit a proposed work program schedule prior to the issuance of a Notice to Proceed. When work begins, contractor shall remain on this project, with normal work force, until the project is completed. At a minimum, the Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager will attend.
29. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that he is in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your bid.**
30. **Contractor's Warranty:** Contractor shall guarantee all specified work performed for a period of one (1) year from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:
 - a. Defects or failures resulting from abuse by the owner.
 - b. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion, or vandalism.
 - c. The contractor is not an insurer nor is he a guarantor of the suitability of or adequacy of design. Any other provisions of this warranty to the contrary notwithstanding, the contractor shall not be required to remedy any unsuitable or inadequate design.
33. **Davis-Bacon:** All construction contracts awarded by Recipients and their subgrantees in excess of \$2,000 must include a provision for compliance with Davis- Bacon Act (40 U.S.C. 27a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The Recipient must place a copy of the current Prevailing Wage Determination issued by the Department of Labor in each solicitation and the award of a contract must be conditioned upon acceptance of the wage determination. **This wage determination will be issued by addendum 10 days prior to the bid opening.**
34. **Public Works Construction:** Competitive sealed bids DCA, under the authority of 24 CFR 570.489(g), has adopted Title 36, Chapter 91 of the Official Code of Georgia, Georgia Public Works

Construction Law, for procurement of public works construction projects. A copy of this law can be found in Appendix 2. The Georgia Municipal Association has published a Guide to the requirements and options available under this state law. The Guide and the text of the law are available on the eCFR website at: <https://www.ecfr.gov/current/title-24/section-570.489>

35. **Copeland "Anti-Kickback" Act (18 U.S.C. 874):** as supplemented in Department of Labor regulations (23 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
36. **Comptroller General:** DCA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purposes of making audit, examination, excerpts, and transcriptions for 3 years after final payment of the Recipient and all pending matters are closed.
37. **Labor Standards:** Where applicable, all contracts awarded by Recipients and sub-grantees in excess of \$100,000 for construction contracts which involve the employment of mechanics or laborers must include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard workday of 8 hours and a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay of all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or material or articles ordinarily available.
38. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award on the open market.
39. **Solid Waste:** A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40. **Rights to Inventions:** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
41. **Clean Air Act:** Contracts, sub-contracts and sub-grants of amounts in excess of \$100,000 must contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h) or Section 508 of the Clean Air Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), that prohibit the use of facilities included on the EPA List of Violating Facilities.
42. **Energy Policy:** Contracts must recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
43. **Public Works Construction:** Competitive sealed bids DCA, under the authority of 24 CFR 570.489(g), has adopted Title 36, Chapter 91 of the Official Code of Georgia, Georgia Public Works Construction Law, for procurement of public works construction projects. A copy of this law can be found in Appendix 2. The Georgia Municipal Association has published a Guide to the requirements and options available under this state law. The Guide and the text of the law are available on the eCFR website at: <https://www.ecfr.gov/current/title-24/section-570.489>
44. **"Equal Employment Opportunity":** All contracts awarded by Recipients and their contractors or sub-grantees having a value of more than \$10,000 must contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60).
45. **Protection of Ecological Resources:** The following conditions are intended as a minimum to protect this species and its habitat during any activities that are in close proximity to the known location(s) of this species:
- All project personnel shall be notified about the potential presence and appearance of the federally protected eastern indigo snake (*Drymarchon couperi*), federally protected tricolored bat (*Perimyotis subflavus*), state protected gopher tortoise (*Gopherus polyphemus*), and state protected southeastern pocket gopher (*Geomys pinetis*). All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the tricolored bat and eastern indigo snake, in knowing violation of the Endangered Species Act of 1973, and there are criminal penalties for capturing, killing, or selling the gopher tortoise or southeastern pocket gopher in violation of the Georgia Endangered Wildlife Act of 1973. Additionally, all bats are protected under Georgia state law (Official Code of Georgia § 27-1-28). Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that Project construction activities have been completed and time charges have stopped. In addition, the Contractor shall be responsible for maintaining one set of pictures and habitat information on the Project site that is easily accessible at all times. If a project field office is not present, a copy of the pictures and habitat information shall be supplied to the project personnel to be kept on the project during inspection.
 - In the event temporary lighting is used during construction, lighting shall be directed downward and away from forested areas from dusk till dawn.

- c. Tree removal greater than one acre will be restricted during the non-volent pup season (May 1 to July 31).
- d. Each day, prior to the commencement of construction, maintenance, and/or demolition activities, the Contractor shall perform a thorough inspection of all worksite equipment. If an eastern indigo snake is sighted within worksite equipment and/or within 100 feet of equipment, all activity except for traffic control and erosion control shall not begin or shall cease within a 100-yard radius of the sighting until the eastern indigo snake has moved outside of that area of its own volition. The eastern indigo snake shall not be touched, moved, or harassed.
- e. Any sighting of the eastern indigo snake shall immediately be reported (with pictures, if feasible) to the Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services (GDOT OES), via the Ecology Submittals Inbox (Ecology_Submittals@dot.ga.gov). The State Environmental Administrator in turn will notify the U.S. Fish and Wildlife Service, Georgia Department of Natural Resources, and the lead Federal Agency.
- f. Prior to staging of any equipment or materials, the staging area shall be inspected for eastern indigo snakes, gopher tortoises, south eastern pocket gopher, and associated burrows. If any of these species or their burrows are present, staging of equipment or materials shall not occur within a 100-yard radius of the sighting.
- g. If a gopher tortoise, southeastern pocket gopher, or their burrows are sighted within the project limits, all activity except for traffic control and erosion control shall not begin or shall cease within a 100-yard radius of the sighting. The sighting shall immediately be reported to the Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, via the Ecology Submittals Inbox (Ecology_Submittals@dot.ga.gov). The State Environmental Administrator in turn will notify the Georgia Department of Natural Resources and the lead Federal Agency. Activities shall not resume without authorization from the lead Federal Agency.
- h. Equipment staging areas and equipment maintenance areas (particularly for oil changes) shall be located at least 200 feet from wetlands and open waters to minimize the potential for wash water, petroleum products, or other contaminants from construction equipment entering the water, if feasible. For equipment staging areas and equipment maintenance areas within 200 feet of wetlands and open waters, secondary containment measures and spill response procedures shall be approved by the Engineer and implemented.
- i. Pesticides and herbicides shall not be used within 200 feet of wetlands and open waters. Fertilizer shall only be used while grassing graded areas to achieve site stabilization. Fertilizers shall be applied in accordance with product labeling instructions to ensure that excess fertilizer does not run off into nearby wetlands.
- j. All disturbed soil located within 200 feet of a wetland or open water shall be mulched daily or covered with erosion control mats or tarps until work in such areas has been completed. If mulch is necessary, mulch with tackifiers or soil stabilizers that are anionic, non-oil based (e.g., granular PAM) shall be used to reduce turbidity and increase longevity. Erosion and sediment control devices (e.g., compost filter socks or silt fence) shall be installed around storage piles within 200 feet of a wetland or open water. Stockpiled materials and excavation spoil shall be placed at least 200 feet away from wetlands and open waters, if feasible.
- k. The Engineer shall be notified immediately in the event of an erosion control failure that allows unauthorized discharge of sediment into any of the wetlands or open waters within the project area. The Engineer in turn shall notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. The erosion control failure shall be corrected immediately so as to prevent additional unauthorized sedimentation within wetlands and open waters.

- l. In the event any incident occurs that causes harm to the eastern indigo snake, tricolored bat, southeastern pocket gopher, or gopher tortoise along the project corridor, the incident shall be reported immediately to the Engineer who, in turn, will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. In the case of harm or injury to these species, all activity except for erosion control and traffic control shall cease pending consultation by the Department with the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources, and the lead Federal Agency.
- m. A log shall be kept detailing daily inspections for the eastern indigo snake and any sightings of eastern indigo snake, tricolored bat, and gopher tortoise until such time that project construction has been completed and time charges have stopped. Within 30 days of project completion, the log and a report summarizing any incidents involving these species shall be submitted to the Engineer and the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, via the Ecology Submittals Inbox (Ecology_Submittals@dot.ga.gov). The Department in turn shall provide copies of the report to the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources, and the lead Federal Agency.
- n. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

45. Failure or Delay in Completing Work on Time: Failure to re-open travel lanes as specified in Special Provision Section 150.6.A will result in the assessment of liquidated damages in the amount of \$1,000, per hour or portion thereof. The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

46. Traffic Control:

- a. Lane Closures: The Contractor shall not install lane closures, shoulder closures, pace traffic or move equipment or materials that interferes with traffic the travel way between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 8:00 p.m. Monday through Friday, and Sundays from 9:00 a.m. to 2:00 p.m. There are no lane closure restrictions for Saturdays.
- b. Double lane closures: Double lane closures are not allowed at any time.
- c. Miscellaneous: Portable Signs: For this project, the advance warning signs specified in Subsection 150.3.04 shall be portable signs. These signs shall be in place only during times that construction is in progress or as conditions warrant as directed by the Engineer. Signs shall be removed or covered at all other times. Downtown Albany Events: Beginning the day of the listed events below, the Contractor shall cease all operations except for maintaining Traffic Control and Erosion Control. During this time period, the Contractor shall provide a clean and neat appearance throughout the project including, but not limited to trash pickup, mowing, dressing, grassing and or mulching. Failure to cease operations during the event will result in the assessment of Liquidated Damages. Should the events extend beyond schedule, the Contractor shall maintain the above noted restrictive work hours until the day following the last scheduled day of the event.
 - i. Christmas Parade first Saturday in December
 - ii. Combos Marathon and Half Marathon first Saturday in March
 - iii. Albany State University Parade middle of October

47. Buy American: In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all

melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the LOCAL GOVERNMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the LOCAL GOVERNMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

48. **DBE Goals/Subcontractor Participation Form required submittal with bid form:** Bidder shall submit the DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit with the bid. The DBE goal for this project is 6.7%.

48. **Testing:** All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.

49. **Materials:** the contractor shall use suppliers on the appropriate GDOT Qualified Products List.

50. **FHWA:** FHWA Form 1273 Linked.

49. **Bid Submittals (All items listed below **must** be submitted with bid):**

- a. **Bid Form**
- b. **Bid Bond**
- c. **DBE Subcontractor Participation Form/DBE Goals**
- d. **Addendum Acknowledgement Form**

The following items should be submitted with bid:

- a. Indemnity Agreement
- b. Governing Law and Venue Form
- c. Certificate of Non-Collusion Form
- d. Drug Free Workplace
- e. Debarred Bidders Integrity Form
- f. Corporate Seal
- g. Secretary of State's Certificate of Incorporation

- h. Listing of the principals of Corporation
- i. Affidavit to Comply with OCGA § 13-10-91
- j. Advertisement Form

Pre-Bid Conference: A pre-bid conference will be held on **August 08, 2025, at 10:00 a.m.** at the Government Center, 222 Pine Avenue, Suite 260, Albany, Georgia 3101. All interested bidders are strongly encouraged to attend.

For additional information, contact Ricky Gladney, Buyer I, at (229) 302-1455. Submit all questions via email to rgladney@albanyga.gov cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **August 22, 2025, at 2:30 pm.** Replies of substance will be answered in the form of an addendum and made available to all potential bidders.

**** COMPLETE AND SUBMIT ****

**CITY OF ALBANY
BID REFERENCE NO. 26-007
ADDENDUM ACKNOWLEDGEMENT FORM**

Instructions: Please acknowledge receipt of addenda received by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. This addendum acknowledgement form should be submitted with your bid to expedite document processing.

Acknowledgement: I, the undersigned, acknowledge receipt of the following addenda to the above referenced Invitation To Bid and have made any necessary revisions to my response or submittal. I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Addendum No. 1	<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>
Addendum No. 2	<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>
<input type="checkbox"/> No Addenda received for Bid Reference NO.26-007			

Print Name and Title of Authorized Signer

Authorized Signature

Date

****COMPLETE AND SUBMIT****

Proposal Reference No. 26-007

BID FORM

**SCHEDULE OF DBE
PARTICIPATION**

Name of Proposer: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE	DBE PARTICIPATION VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

DBE PARTICIPATION TOTAL VALUE.....\$_____

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract. The undersigned will enter into a formal agreement with the MBE/WBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with:

Sworn to and subscribe before me, this ____ day of _____, 20____.

_____ (SEAL)

NOTARY PUBLIC

Name (Typed) _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL,
and _____ (Name of Principal)

(Legal title and address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Albany, Georgia, hereinafter called the "Local Public Agency," in the penal sum of

_____ Dollars

(\$_____) 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, successors and assigns, jointly and severally, firmly by these presents.

_____, 20__ for the construction of _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the allowable period specified, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise it is to remain in full force and virtue.

Signed and sealed this _____ day of _____, 20__

(Principal)

(Witness)

(Title)

Seal

(Surety)

(Witness)

(Title)

Seal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal title and address of the Contractor)

_____ as Principal (hereinafter referred to as "Contractor"), and _____

_____ (Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), are held firmly bound unto THE CITY OF ALBANY, GEORGIA, as Obligee (hereinafter referred to as "Owner"), in the amount of _____ Dollars (\$ _____), to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a contract with Owner dated the _____ day of _____, 20____, for the construction of _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default, failure of performance, on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the contract or the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications and drawings.
2. If pursuant to the contract documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety may promptly remedy the default or shall promptly complete the contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of declaration of default, of the Surety's election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of rejected work, (c) the furnishing of each omitted item of work and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor in accordance with said Contract, which said labor or materials have been included in a periodical application for payment and approved by the Owner or Owners designated Agent for payment and paid for by the Owner, the Surety shall, within 20 days of receipt of such notice, cause to be paid any unpaid amounts for such labor and materials.
4. It is expressly agreed by the Principal and the Surety that the Owner if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
5. 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 legal successors of the Owner.

Signed and sealed this _____ day of _____, 20____.

_____(SEAL)
Principal

In The Presence of:

Title

Witness

_____(SEAL)
Surety

Title

Witness

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Legal title and address of the Contractor)

as Principal (Hereinafter referred to as "Principal"), and _____

(Legal title and address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Albany, Georgia, as Obligee (hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of _____ Dollars (\$_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bounded Principal has entered into contract with Owner dated _____, 20__ for the construction of _____

_____.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that is the Principal shall promptly make payment to all subcontractors and other persons for all labor and materials supplied in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Sections 23-1705 et. Seq. Of the Code of Georgia, as amended by the act approved February 27, 1956, and it intended to be and shall be construed to be a bond in compliance with the requirements thereof.

Signed and sealed this _____ day of _____, 20__.

_____(Seal)
Principal

In the Presence Of:

Title

Witness

_____(Seal)
Surety

Title

Witness

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this, and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to ALBANY so as to provide

_____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____,

_____ agrees to indemnify and hold harmless, ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury.

_____ shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this, ____ day of _____, 20__.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	26-007
Solicitation /Contract Name:	Downtown Traffic Signal Upgrades

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** 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 sub-Contractors 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 No.
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)
Contractor)

Title (of Authorized Officer or Agent

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

****COMPLETE AND SUBMIT****

Advertisement Form

For All Firms Participating in the bid please answer questions below:

Please let us know how you heard about the BID/RFP advertisement by selecting one of the following.

- | | |
|---|----------------|
| 1. Internet/Social Media to include Facebook, etc. | Yes____ No____ |
| 2. City of Albany website | Yes____ No____ |
| 3. City of Albany local access channel (channel 16) | Yes____ No____ |
| 4. Georgia Procurement Registry | Yes____ No____ |
| 5. Other: _____ | |

Please indicate if you are a DBE: Yes_____ No_____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

CONTRACT
Downtown Traffic Signal Upgrades
Bid Ref. #26-007
PI 0008384, Dougherty County

THIS AGREEMENT, made as of the _____ day of _____ 20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive payment based on actual quantities determined as provided in the contract documents stipulated in the Bid for the **Downtown Traffic Signal Upgrades Bid Ref. #26-007** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of \$_____ shall be paid in thirty (30) day increments based on actual quantities of work performed in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate and as recommended by the engineer and approved by the owner. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the sole negligence or willful injury of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this ____ day of _____, 20____.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(Contractor)

By: _____

(Title)

(SEAL)

(Witness)

(Witness)