



11/05/2025

TO: All Potential Bidders

SUBJECT: Westtown Library Renovations

Bid Ref. #26-016

Bid Opening Date & Time: November 11, 2025 @ 2:30 p.m.

ADDENDUM NO. 3

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 provided form, located in the invitation to bid, when the bids are submitted.

QUESTIONS AND ANSWERS

1. Does page 9 contain a typo when it calls for a mandatory pre-bid? *Answer: Yes, page 9 erroneously states that the pre-bid is mandatory. It is not a requirement to attend the pre-bid meeting or site visit to bid on this project.*

2. It is specifying Notifier panel only. Can we quote DMP fire system which is what we use for the City of Albany. We can tie it into Entre'. Also, will the fire system need to be Monitored through a central station also? *Answer: Electrical Engineer, Electrical Design Consultants, Inc., does not recommend allowing a third-party fire alarm vendor with a bridge connection due to possible constant problems. EDC suggests not allowing DMP to bid as they specified matching the existing system manufacturer.*

Ricky Gladney

Buyer

End of Addendum 3

CC:

Matt Idlett, Dougherty County Facilities Management

Sonya Spalinger, SRJ Architects

Gail Evans, Dougherty County Library Director

FINANCE



10/24/2025

TO: All Potential Bidders

SUBJECT: Westtown Library Renovations

Bid Ref. #26-016

Bid Opening Date & Time: November 11, 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 provided form, located in the invitation to bid, when the bids are submitted.

REVISIONS TO DRAWINGS

The Drawings and Specifications entitled "DOUGHERTY COUNTY PUBLIC LIBRARY, WESTTOWN LIBRARY RENOVATIONS, ALBANY, GEORGIA - 1702", dated June 20, 2025, as prepared by SRJ Architects Inc., are hereby amended in the following particulars:

A. SHEET A1.2, SITE PLAN:

Replace this sheet with the attached revised sheet.

Revise the parking pad for the bookmobile as indicated on the attached drawing and as follows.

- Change the pad to concrete
- Enlarge the pad to allow parking as indicated.
- Paint ADA striping on parking pad as indicated.
- Add concrete wheel stops where indicated.
- Add a pad for a portable toilet to be provided by the Owner.

Attachments: Revised Set A1.2

Project #1702

Ricky Gladney

Buyer

End of Addendum 2

CC:

Matt Idlett, Dougherty County Facilities Management

Sonya Spalinger, SRJ Architects

Gail Evans, Dougherty County Library Director

FINANCE

ADDENDUM NO. 2

DOUGHERTY COUNTY PUBLIC LIBRARY,
WESTTOWN LIBRARY RENOVATIONS,
ALBANY, GEORGIA - 1702

October 23, 2025

The Drawings and Specifications entitled "DOUGHERTY COUNTY PUBLIC LIBRARY, WESTTOWN LIBRARY RENOVATIONS, ALBANY, GEORGIA - 1702", dated June 20, 2025, as prepared by SRJ Architects Inc., are hereby amended in the following particulars:

I. DRAWINGS:

A. SHEET A1.2, SITE PLAN:

Replace this sheet with the attached revised sheet.

Revise the parking pad for the bookmobile as indicated on the attached drawing and as follows.

- Change the pad to concrete
- Enlarge the pad to allow parking as indicated.
- Paint ADA striping on parking pad as indicated.
- Add concrete wheel stops where indicated.
- Add a pad for a portable toilet to be provided by the Owner.

PROJECT:

DOUGHERTY COUNTY
PUBLIC LIBRARY,
WESTTOWN LIBRARY,
RENOVATIONS, ALBANY,
GEORGIA - 1702

OWNER:

DOUGHERTY COUNTY
PUBLIC LIBRARY, 100
OF TRUSTEES, 100 PINE
AVENUE, ALBANY,
GEORGIA 31701



NOTES:

REVISED
ADDENDUM NO. 2
OCTOBER 23, 2025

PROJECT NO.:
1702

DATE:
JUNE 20, 2025

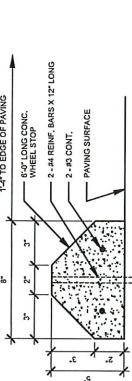
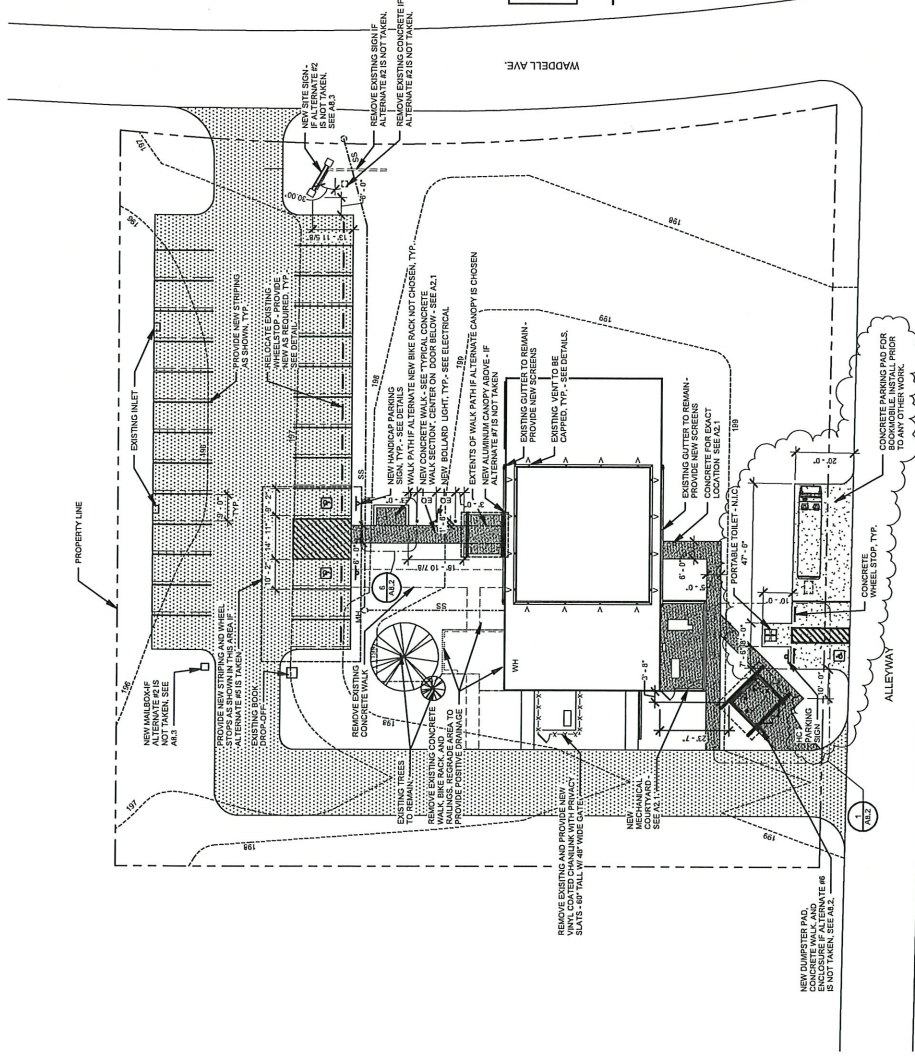
JOB CAPTAIN:
S. SPALINGER

DRAWN BY:
L. MARTIN / C. NANTZ

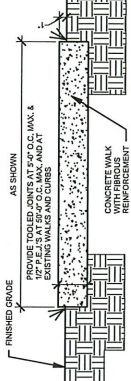
SHEET NO:

A1.2

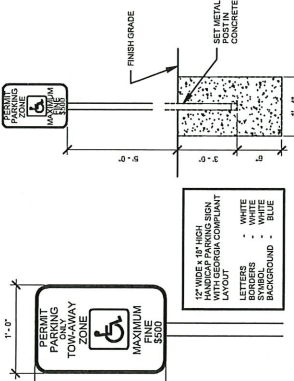
OF 26 SHEETS



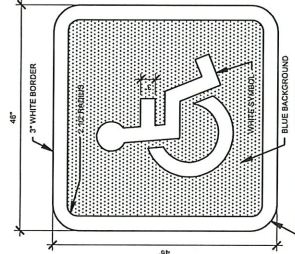
TYP. CONCRETE WHEELSTOP DETAIL
3" x 15"



TYP. CONCRETE WALK SECTION
1' 0" x 1' 0"



TYP. H.C. PARKING SIGN
NOT TO SCALE



HANDICAP PARKING SYMBOL
NOT TO SCALE

SITE PLAN LEGEND

- NEW ASPHALT OVER EXISTING PARKING - ALTERNATE #1 IS NOT TAKEN
- CRUSHED ROCK OVER GEOTEXTILE - FABRIC COMPACTED FOR HEAVY LOADS



TRUE NORTH
FOR REFERENCE
TO FINISH
SCHEDULE ONLY

SITE PLAN NOTES

1. ALL UTILITIES, LAWNS, WALKS, DRIVE, ROADS, TREES, LANDSCAPING, OR OTHER FEATURES SHOWN ON THIS PLAN SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER PRIOR TO CONSTRUCTION. SHALL VERIFY LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. FINISHED GRADE AT DISTURBED AREAS SHALL BE RESTORED TO MATCH EXISTING ON ALL DISTURBED AREAS OF THE SITE.
3. ALL SIDEWALKS SHALL MEET ADA STANDARDS

SITE PLAN

1" = 20' 0"



10/17/2025

TO: All Potential Bidders

SUBJECT: Westtown Library Renovations

Bid Ref. #26-016

Bid Opening Date & Time: November 11, 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 provided form, located in the invitation to bid, when the bids are submitted.

ADDITIONS TO THE BID DOCUMENTS

1. A site visit has been scheduled for **2:00 p.m.** on **October 23, 2025**, at **2124 W. Waddell Avenue, Albany, GA 31707**.

Ricky Gladney
Buyer

End of Addendum 1

Attachments: Pre Bid Attendance

CC:

Matt Idlett, Dougherty County Facilities Management

Sonja Spalinger, SRJ Architects

Gail Evans, Dougherty County Library Director

Jawahn Ware, Certified County Clerk/Procurement Manager, Dougherty County

FINANCE

		Westtown Library Renovations		
		ITB #26-016		
		Friday, October 17, 2025		
Please Print				
Representative (s)	Company Name	Address (City, State & Zip)	Telephone #	Email Address
Ricky Gladney	City of Albany	222 Pine Avenue, Suite 260, Albany, Georgia 31702	229-431-3211	rgladney@albanyga.gov
Chad Arnold	W.S. Kirksey Const		229-809-7044	CArnold@W.S.Kirksey.Con
Bob Dietmeyer	Artesian		229-733-4387	robertdcartesiancontracting.com
Gavin Patel	SC Barker Construction		229-740-0595	nayan.patel@scbarkersconstruction.com nayan.patel@scbarkersconstruction.com
Mike Boudousauie	LRA		229-347-3228	mikeb@lraconstructors.com
Sean Law	Newell Construction		803-298-4221	Sean.law@Newellconstruction.com
HONNA CPAUNGER	GRIJ ARCHITECTS INC.		229-376-3444	cpaunger@grijarchitects.com
Gail Evans	Dougherty Library	300 Pme	229-420-3200	gevans@dcclib.org
Jawahn Ware	Dougherty County		229-302-3003	jware@dougherty.ga.us
Donald Hood	Dhood@dougherty.ga.us	219. N Washington	229-317-1847	Dhood@dougherty.ga.us
Matt Idlett	midlett@dougherty.ga.us	219. N Washington	229-854-4895	midlett@dougherty.ga.us
JACQUES WARE	DUKES EDWARDS ; DUKES	407 S. SLAPPEY	229-395-8942	JACQUESWARE@DUKES EDWARDS DUKES, corp



October 10, 2025

**INVITATION TO BID
Westtown Library Renovations
Bid Reference No. 26-016**

Sealed Bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, on behalf of the Dougherty County Board of Commissioners until **2:30 p.m. on November 11, 2025**, for all work required for the renovation of Westtown Library located at 2124 W. Waddell Ave. Albany, Georgia in accordance with bid documents, specifications, and all other contract documents contain herein.

A **Pre-Bid Conference** and will be held on **October 17, 2025, at 10:00 a.m.** at the **Government Center, 222 Pine Avenue, Suite 260 Albany, Georgia 31701**. The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

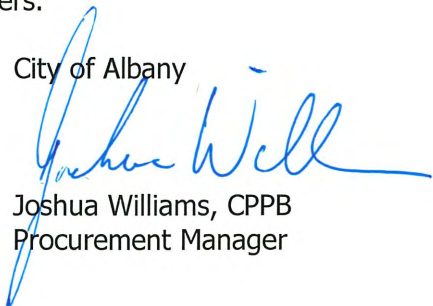
This project will be bid on a lump sum basis for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total base bid. A **5% Bid Bond is required of all bidders**. Bid bond must be present for bid to be read or considered. 100% Performance and Payment bonds will be required of the successful bidder.

The City of Albany and Dougherty County strongly encourages Small Business firms to participate in this bid. The Dougherty County Board of Commissioners 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 **October 30, 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

**DOUGHERTY COUNTY
PROCUREMENT DIVISION
ALBANY, GEORGIA
INSTRUCTION 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 County 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 County.
3. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
4. All requested information should be included in bid envelope. All desired information must be **signed** and included for your bid to receive full consideration. **Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
5. All questions, inquiries and requests for clarification shall be directed to Procurement.
6. 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 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 County to terminate such contract, and the nature of such action shall be determined by the County and specified in the contract; (3) The contract shall state the total obligation of the 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 County.
7. Quote all prices F.O.B. Albany, Georgia or our warehouse or as specified in bid documents.
8. Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid whether using a County furnished envelope or other envelopes.
9. Bid/Proposal must be received and stamped by the Procurement Office before time stipulated in bid/proposal documents. No responsibility will attach to any County representative or employee for premature opening of bid not properly addressed or identified.
10. 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.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Should a bid be misplaced by the County and found later it will be considered.
13. Bids requiring bid bonds **will not** be read or considered if bond is not enclosed. 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.
14. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Procurement Office and County 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.
15. 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).
16. 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 County reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the County to do so for the purpose of testing.
17. County 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.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The County may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
20. 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.

21. 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.
22. 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 prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Office 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 Office, 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 County will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the County 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 County.
24. Unless otherwise specified by the procurement office all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on bid sheet.
25. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in any former contract with the County 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.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal/bid for the same item will be considered sufficient cause for rejection of all bids/proposals in which he is interested.
27. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
28. The County reserves the right to waive any minor discrepancies, reject any or all bids or proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** will be cause for rejection of the bid. Signature must be written in ink.
30. 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.
31. It is mutually understood and agreed that if any time the Procurement Office 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 Office 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 Office, 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 County 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 County on notice by the Procurement Office of the excess due.
32. If the bidder proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on bid/proposal.
33. 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.
34. No vendor writing restrictive specifications for the County will be allowed to bid on the project.
35. Contracts may be cancelled by the County with or without cause with 30-day written notice.
36. Dougherty County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the County programs. The County affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The County provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
37. **All Corporations must provide the corporate seal and a copy of the Secretary of State's Certificate of Incorporation upon request.**
38. Local bidder (domiciled in Dougherty County) 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.
39. The contractor 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.
40. **Prior to submitting bid, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

**DOUGHERTY COUNTY
SPECIAL INSTRUCTIONS
Westtown Library Renovations
Bid Ref. #26-016**

1. Dougherty County is seeking qualified contractors for the renovation and upgrade of the Westtown Library facility at 2124 W. Waddell Avenue. This project aims to modernize the facility while preserving its architectural character. The comprehensive scope of work includes interior and exterior improvements designed to enhance the library's functionality, safety, and energy efficiency. Key project components include:
 - Interior Remodeling: Selective demolition and construction to improve the internal layout.
 - System Upgrades: Modernization of the mechanical and electrical systems.
 - Accessibility Improvements: Ensuring full compliance with ADA standards.
 - Exterior Work: Necessary repairs and additions to the building's exterior.

Interested bidders can review the complete set of architectural drawings and contract documents, including the official bid form, by visiting the following link:

<https://www.dropbox.com/scl/fo/l8aez213ndy1xrvpq4t3d/ANn2ZZKV9PDPbmZ7bMAWsCo?rlkey=0ka3ugyzte8ds4apxr2d903f5&st=wbfcstf&dl=0>

2. Contractor's 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.
3. Bidder shall be responsible to visit the job site and familiarize himself with the local conditions.
4. 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.
6. The Owner of this project is Dougherty County.
7. **Contract Time:** Contract must be completed within **two hundred forty (240)** 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.
8. **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.
9. **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. The bid bond must be presented in its original form. **Copies are not acceptable.**

10. **Performance Bond and Payment Bonds:** A 100% Performance Bond and 100% 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.**
11. **Bid Form:** Bid **must** be submitted on the bid form provided by Dougherty County. Bid is for a lump sum contract and will be awarded to the responsive and responsible bidder submitting the lowest total base bid.
12. **Preparations of Bids:** Bid should be submitted in triplicate on forms provided for that purpose and delivered in a sealed envelope. Envelope shall be clearly identified with time and date of opening and name of project for which bid is submitted. All blank spaces on form must be fully filled in, and amounts must be in words as well as in figures. Signatures must be in longhand executed by principal duly authorized to make contracts. The bidder's legal name and full names and addresses of persons and firms interested in bidding as principals must be fully stated. The complete form shall be without interlineation, alteration, or erasure. Failure to submit bid on forms provided or inclusion of any condition, limitation, or provisions not called for will cause the bid to be considered nonresponsive. Owner will not be obligated to give consideration to any plea of error in preparation of bid after time has been called. Oral, telegraphic, or telephonic bid will not be considered; however, telegraphic modifications received prior to opening of any bid will be permitted. **Bids received late will not be accepted**, and the Owner will not be responsible for late mail or parcel deliveries. Only those bids delivered to the specified bid opening location at or prior to the specified bid opening time will be read or considered.
13. **Utility Work Bids:** Bidders are required to comply with Georgia Law O.C.G.A. 43-14-8.2.
14. **Interpretations:** Oral interpretations will not be made to bidders as to meaning of Drawings and Specifications. Should bidder find discrepancies or ambiguities in, or omissions from Drawings or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Engineer and the Owner, who will issue written addendum if required, to all bidders. Request for interpretations must be made in writing not later than seven (7) days prior to receipt of bids, and failure on part of successful bidder to do so shall not relieve him as Contractor of obligations to execute such work in accordance with later interpretation. Addenda are to be incorporated in bid and will become a part of Contract Documents. Interpretations will be in the form of addenda which will be on file in the offices of the Owner and the Engineer at least three (3) days before bids are opened, excluding Saturdays, Sundays and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period prior to the advertised time for the opening of bids and proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid opening. In addition, addenda will be emailed and/or mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
15. **Prior Approval:** If it is desired to use products of trade or brand names which are different from those mentioned in the Contract Documents, application for the approval of the use of such products must reach the hands of the Engineer at least seven (7) days prior to bid opening. Bidders shall follow the procedures in Section 012500 - PRODUCTS AND SUBSTITUTIONS.

16. **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 Dougherty County. 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 Dougherty County Board of Commissioners as additional insured. All insurance policies must provide that the Dougherty County will be notified within 30 days of any changes, restrictions, and/or cancellation. The County's sole judgment shall control as to the sufficiency of the coverage.
17. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
18. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
19. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).
20. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).
21. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).
22. **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, Gail Evans, at 229-420-3200 within five (5) days of completion for a final inspection.** Contractors 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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **Barricades and Warnings:** 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.
28. **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.
29. **Termination for Convenience:** This contract may be terminated in whole or in part by Dougherty County 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 Dougherty County 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, Dougherty County determines that the remaining portion of the award will not accomplish the

purposes for which the contract was awarded, Dougherty County may terminate the contract in its entirety.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.**
35. **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 Dougherty County, 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.

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

- a. **Bid Form**
- b. **Bid Bond**
- c. **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. **Statement of Bidder's Qualifications (see project manual)**

Pre-Bid Conference: A mandatory pre-bid conference will be held on **October 17, 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 **October 30, 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.

**** COMPLETE AND SUBMIT ****

**BID REFERENCE
NO.26-016
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	☐	Addendum No. 3	☐
Addendum No. 2	☐	Addendum No. 4	☐
☐ No Addenda received for Bid Reference NO.26-016.			

Print Name and Title of Authorized Signer

Authorized Signature

Date

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 Dougherty County, 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 DOUGHERTY COUNTY, 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 Dougherty County, 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 DOUGHERTY COUNTY, a municipal corporation, by _____ . [CORPORATE NAME]

WHEREAS, _____ [CORPORATE NAME] has submitted a bid to DOUGHERTY COUNTY so as to provide

[describe the service, products(s)] _____.

NOW, THEREFORE, as an additional consideration in DOUGHERTY COUNTY awarding the bid to _____, [CORPORATE NAME]

_____ [CORPORATE NAME] agrees to indemnify and hold harmless, DOUGHERTY COUNTY, 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 DOUGHERTY COUNTY's sole negligence or willful injury.

_____ [CORPORATE NAME] shall reimburse DOUGHERTY COUNTY for reasonable attorney fees and expenses of DOUGHERTY COUNTY 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.:	26-016
Solicitation /Contract Name:	Westtown Library Renovations

CONTRACTOR AFFIDAVIT

I understand that Dougherty County 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 Dougherty 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 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.
Authorization (EEV/E-Verify Company Identification Number)

Date of

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: _____



BID REFERENCE NO. 26-016

CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20__, by and between Dougherty County Board of Commissioners (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 presents does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in Bond, 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 Plans 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 Plans and Specifications and listed in the attached bid.

The Owner shall pay and the Contractor shall receive the **LUMP SUM PRICE** stipulated in the **Westtown Library Renovations Bid Ref. #26-016** as full compensation for everything furnished and done by the Contractor under this Contract. The full sum of \$_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. 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.

It is agreed between the parties that if, at any time after the execution of the Agreement and the surety bonds hereto attached for its performance, the first party shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five (5) days after receipt of notice from the first party, 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 performance of the work shall be furnished in manner and form satisfactory to the first party.

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.

