



5/22/2026

TO: All Potential Bidders

SUBJECT: Boiler Replacement 225 Judicial Building

Bid Ref. #26-050

Bid Opening Date & Time: May 27, 2026 @ 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. The exhaust boiler vents will be 6" on each boiler can they run out separately instead of tied together? *Answer: The Patterson-Kelley Modufire N1500MFD boilers feature an 8-inch OD vent connection; however, if the venting design permits, this may be reduced to a 6-inch diameter. These vents may be run separately from each boiler to a distribution box (header) and then transitioned into a single common piping system for the final run to the vent stack (flue). All of the existing exhaust vent piping will be replaced.*

2. Are there any controls on this project? If so, who is currently working with the building on controls? *Answer: On this project, ESS will supply all material and labor to control the new boilers and pumps and build the interface. They will provide wiring from their controller to the boilers and pumps. They will provide a boiler enabled signal, as well as an analog setpoint signal that will reset based on outside air temperature. The boilers will be wired for cascading functionality per the manufacturer's wiring diagram, allowing the boilers to manage their own lead/lag and cascading operation. The boilers will also be responsible for opening and closing their own isolation valves. ESS will control the building pump lead/lag operation and pump speed, as well as modulate the bypass valve to maintain minimum flow through the boilers. (Note: The 4" 3-way flanged bypass valve assembly will be provided by ESS but must be physically installed by the mechanical contractor). ESS will wire the CO monitor and E-stop safety*

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interlocks to the boilers per the manufacturer's wiring diagram. ESS will also provide BMS hot water supply and return temperature sensors. The boilers should come equipped with their own system sensors required for lead/lag and cascading operation. These sensors will be installed by the mechanical contractor, and ESS will provide the associated wiring. Important Equipment Requirement for Bidders: The boilers must be equipped and supplied with a BACnet interface card to allow the Metrolink BMS to monitor boiler alarms, status, and other operational information. As a clarification, BACnet cards are excluded from the ESS scope and must be provided by the bidding mechanical contractor with the boiler package.

Ricky Gladney

Buyer

End of Addendum 3

CC: Matt Idlett, Senior Building Maintenance Superintendent
Darlene Hollis, Procurement Specialist
Jawahn Ware, County Clerk/Procurement Manager
Yazmine Frazier, Procurement Assistant

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5/20/2026

TO: All Potential Bidders

SUBJECT: Boiler Replacement 225 Judicial Building

Bid Ref. #26-050

Bid Opening Date & Time: May 27, 2026 @ 2:30 p.m. UPDATED DATE

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.

ADD/DELETE

DELETE

The City of Albany Procurement Division will accept sealed bids for the replacement of two (2) 1,500,000 BTU boilers and associated circulation pumps at the Dougherty County Judicial Building 225 Pine Avenue, on behalf of the Dougherty County Board of Commissioners until 2:30 p.m. on May 20, 2026. Submissions must be delivered to 222 Pine Avenue, Suite 260, Albany, Georgia 31701.

ADD

The City of Albany Procurement Division will accept sealed bids for the replacement of two (2) 1,500,000 BTU boilers and associated circulation pumps at the Dougherty County Judicial Building 225 Pine Avenue, on behalf of the Dougherty County Board of Commissioners until 2:30 p.m. on May 27, 2026. Submissions must be delivered to 222 Pine Avenue, Suite 260, Albany, Georgia 31701.

Ricky Gladney

Buyer

End of Addendum 2

CC: Matt Idlett, Senior Building Maintenance Superintendent
Darlene Hollis, Procurement Specialist
Jawahn Ware, County Clerk/Procurement Manager

FINANCE



5/8/2026

TO: All Potential Bidders

SUBJECT: Boiler Replacement 225 Judicial Building

Bid Ref. #26-050

Bid Opening Date & Time: May 20, 2026 @ 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.

QUESTIONS AND ANSWERS

1. Can the City clarify if stainless steel is required for both the exhaust and the fresh air intake, and if the boilers must be piped for external combustion air or can they be room-aspirated? **Answer:** *The County has clarified that for the boiler exhaust venting, contractors must use Category IV stainless steel (AL29-4C) from the boiler outlet up to the existing distribution block. Regarding the combustion air intake, the boilers are to be room-aspirated from the ambient air within the boiler room; therefore, the installation of CPVC fresh air intake piping to the exterior is not required.*

2. Can an additional walkthrough be scheduled? **Answer:** *Yes. An additional non-mandatory site walkthrough is scheduled for May 12, 2026, at 10:00 a.m. at the Dougherty County Judicial Building, located at 225 Pine Avenue.*

Ricky Gladney

Buyer

End of Addendum 1

CC: Matt Idlett, Senior Building Maintenance Superintendent
Darlene Hollis, Procurement Specialist
Jawahn Ware, County Clerk/Procurement Manager

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April 17, 2026

**INVITATION TO BID
Boiler Replacement
225 Judicial Building
Bid Reference No. 26-050**

The City of Albany Procurement Division will accept sealed bids for the replacement of two (2) 1,500,000 BTU boilers and associated circulation pumps at the Dougherty County Judicial Building 225 Pine Avenue, on behalf of the **Dougherty County Board of Commissioners** until **2:30 p.m. on May 20, 2026**. Submissions must be delivered to **222 Pine Avenue, Suite 260, Albany, Georgia 31701**. All work must be performed in strict accordance with the provided bid documents, technical specifications, and contract terms.

A Pre-Bid Conference will be held on **April 28, 2026, 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.

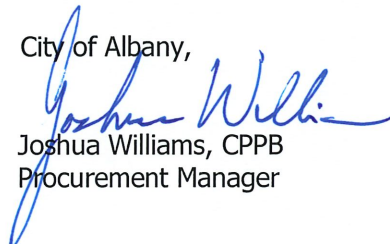
This project will be bid on a **lump sum** basis for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total base bid. **A 5% Bid Bond** is required of all bidders. A bid bond must be present for the bid to be read or considered. **100% Performance 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. Dougherty County reserves the right to reject any and all bids and to waive any informalities in the bidding process.

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 **May 12, 2026, 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

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**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 any 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
Boiler Replacement
225 Judicial Building
Bid Ref. #26-050**

1. **General Information:** This project consists of the removal and replacement of the existing boiler system at the Dougherty County Judicial Building, located at 225 Pine Avenue. The scope involves the disposal of two current units and the installation of two (2) new 1,500,000 BTU non-condensing boilers—specified as Patterson-Kelley Modufire N1500MFD or an approved equal—along with new circulation pumps, exhaust stacking, and electrical service. The selected contractor will be responsible for the complete integration of the new units into the existing water loop and CO monitoring systems, ensuring a fully operational, safe, and efficient heating system that complies with all state codes and manufacturer specifications.
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 the Dougherty County.
7. **Contract Duration:** All work shall be substantially complete within **180 calendar days** from the Notice to Proceed. The County recognizes that equipment lead times may be significant. Bidders must submit a preliminary project schedule with their bid, identifying the anticipated delivery date for long-lead items (boilers and pumps). The County reserves the right to adjust the on-site construction start date based on confirmed equipment delivery windows to minimize disruption to the Judicial Building
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 **one hundred dollars (\$100)** per calendar day.
9. **Bid Bond:** Each bid must be accompanied by a certified check, cashier's check, cash, or bid bond (surety) acceptable to the Owner, in an amount equal to at least five percent (**5%**) of the bid. This security is 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. In accordance with **O.C.G.A. § 36-91-50**, the successful bidder shall further furnish good and sufficient bonds for the faithful performance of the same and for the payment to all persons supplying labor and material for the work (Performance and Payment Bonds). The bid bond must be presented in its original form. **Copies are not acceptable.**

10. **Performance Bond and Payment Bonds:** The awarded bidder will be required to furnish a **100% Performance Bond** and a **100% Labor and Materials Payment Bond**. These bonds serve as a guarantee of the faithful performance of the contract and the payment of all persons supplying labor and materials for the project. In accordance with **O.C.G.A. § 36-91-70 and § 36-91-90**, all bonds must be submitted in their original form to the Procurement Office before work can commence. **Copies are not acceptable.**
11. **Bid Form:** Bid form **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. **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 County for the protection of the County 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 the County, 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 County 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 County 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 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.
13. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
14. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
15. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).
16. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).
17. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).

18. **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, Matt Idlett, at (229) 431-3230, Midlett@dougherty.ga.us 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.
19. **Addendum Acknowledgement Form:** An executed copy of this form must accompany your bid. (See attached). All addendums must be acknowledged on this form.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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 County 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 County 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 County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.
28. **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.
29. **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.
30. **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.

31. **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.**
32. **Contractor's Warranty & Manufacturer Warranty Transfer:**
- A. Contractor's General Warranty: Contractor shall guarantee all specified work for a period of one (1) year from the date of written acceptance of the work by the Owner's representative. This guarantee ensures all materials, labor, and workmanship provided under this contract are free from defects. At no expense to the County, the Contractor shall repair any defects reported during this period. Final inspection or payment shall not waive this warranty.
 - B. Transfer of Manufacturer Warranties: In addition to the General Warranty, the Contractor shall provide and assign to Dougherty County all rights under the manufacturer's specific limited warranties for the installed equipment.
 - C. Warranty Documentation & Registration:
 - Registration: Contractor is responsible for completing all factory-required registration, including the submission of a factory-authorized start-up report to the manufacturer within thirty (30) days of start-up.
 - Delivery: Contractor must provide the County with copies of all executed warranty certificates and the completed start-up report as a condition of final payment.
 - Labor in Year One: While manufacturer warranties typically cover parts only, the Contractor's one-year General Warranty shall cover all labor and shipping costs associated with replacing any part that fails within the first year of operation.
33. **Bid Submittals (All items listed below **must** be submitted with bid):**
- a. **Bid Form (attached)**
 - b. **Bid Bond**
 - c. **Addendum Acknowledgement Form (attached)**

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**

34. 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 **May 12, 2026, at 2:30 pm**. Replies of substance will be answered in the form of an addendum and made available to all potential bidders.

**SCOPE OF WORK
DOUGHERTY COUNTY
Boiler Replacement
225 Judicial Building
Bid Reference No. 26-050**

General Information: This project consists of the removal and replacement of the existing boiler system at the Dougherty County Judicial Building, located at 225 Pine Avenue. The scope involves the disposal of two current units and the installation of two (2) new 1,500,000 BTU non-condensing boilers—specified as Patterson-Kelley Modufire N1500MFD or an approved equal—along with new circulation pumps, exhaust stacking, and electrical service. The selected contractor will be responsible for the complete integration of the new units into the existing water loop and CO monitoring systems, ensuring a fully operational, safe, and efficient heating system that complies with all state codes and manufacturer specifications.

1. General Requirements

- Removal: Dispose and remove two existing boilers in accordance with local environmental regulations.
- New Units: Provide and install two (2) new gas-fired, non-condensing, forced-draft boilers. Units shall be Patterson-Kelley Modufire N1500MFD or Approved Equal meeting the technical requirements in Section 2.
- Compliance: All equipment must be ASME Section IV certified and comply with ANSI Z21.13/CSA 4.9.
- Permits: Obtain all required permits and coordinate final inspection with the State Inspector.

2. Technical Specifications (Performance Requirements)

To be considered an "Approved Equal," any proposed alternative must meet or exceed the following:

- Input/Output: Minimum 1,500,000 BTU/hr input with a thermal efficiency of at least 85%.
- Turndown Ratio: Minimum 5:1 turndown capability to track varying loads down to 20% of rated capacity.
- Physical Footprint: Modular, vertical design capable of fitting through a standard 30" doorway.
- Safety & Control:
 - Integrated touch-screen control system with firing rate feedback.
 - Low water cut-off (LWCO) and high-limit manual reset thermostat.
 - Minimum 80 PSI ASME relief valve kit.
- Venting: Must be compatible with Category II or IV venting systems.

3. Installation & Mechanical Scope

- Pumps: Provide and install two (2) new circulation pumps (e.g., Grundfos or equivalent) sized for a flow rate of approximately 127.5 GPM at 20°F ΔT.
- Piping: Connect new boilers to the existing hot water supply and return lines; tie into the existing water loop system.
- Exhaust: Run new exhaust stack per manufacturer requirements.
- Safety Systems:
 - Install an emergency stop (E-stop) switch at the exit door.
 - Tie into the existing building Carbon Monoxide (CO) monitoring system.

4. Electrical & Controls

- Electrical: Run dedicated electrical service to both boilers.
- Disconnects: Install two (2) lockable electrical disconnect switches.
- Integration: Connect boilers to existing building automated controls if applicable.

5. Start-Up & Commissioning

- Testing: Perform factory-authorized start-up, including safety testing and burner tuning for maximum efficiency.

6. Security Requirements

- Identification: All staff on-site must wear visitors' badges issued by Judicial Court Services.
- Prohibited Items: Contractors must adhere to strict security screening. Prohibited items—such as knives, lighters, or firearms—must be left in personal vehicles; security will not hold these items.
- Access Limitations: Access may be restricted to specific doors or secure service entrances.

7. Scheduling & Coordination

- Noise Restrictions: Work involving heavy machinery, drilling, or loud noise must be scheduled outside of active court hours (typically 8:00 a.m. – 5:00 p.m.) to avoid disrupting official court business.
- Unobstructed Access: The contractor must ensure that building entrances and corridors remain unobstructed at all times for public and employee use.
- Off-Hours Work: Must be requested in writing 5 business days in advance.

*** COMPLETE AND SUBMIT ***

**BID FORM
DOUGHERTY COUNTY
Boiler Replacement
225 Judicial Building
Bid Reference No. 26-050**

Bid of: _____ Date: _____
(Company Name)

To: Procurement Division
222 Pine Avenue, Suite 260
Albany, Ga. 31701

LUMP SUM BID PRICE

The Bidder agrees to perform all work for the following inclusive price:

Boiler Equipment (2 units): \$ _____

Installation & Materials: \$ _____

TOTAL LUMP SUM BID: \$ _____

TOTAL (Written): _____

EQUIPMENT SPECIFICATIONS

Proposed Boiler Brand/Model: _____
(If other than Patterson-Kelley, technical data sheets must be attached for "Approved Equal" review.)

Estimated Lead Time for Equipment Delivery: _____ Calendar Days

_____	_____
Authorized Signature	Company Name
_____	_____
Address	City State Zip
_____	_____
Tax ID #	Telephone #
_____	_____
Seal (If Incorporated)	Email

**** COMPLETE AND SUBMIT ****

**DOUGHERTY COUNTY
BID REFERENCE NO. 26-050
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 must be submitted with your bid.

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.26-050 | | | |

Print Name and Title of Authorized Signer

Authorized Signature

Date

****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 subcontractor 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.:	Bid Reference No. 26-050
Solicitation /Contract Name:	Boiler Replacement 225 Judicial Building

CONTRACTOR AFFIDAVIT

I understand that the 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 the **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.
(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)

Title (of Authorized Officer or Agent Contractor)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

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



BID REFERENCE NO. 26-050

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 **Boiler Replacement 225 Judicial Building, Bid Ref. #26-050** 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.

