



July 8, 2026

**INVITATION TO BID
Ritz Theatre Renovation
Bid Reference No. 27-003**

Sealed Bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **2:30 p.m. on August 11, 2026**, for all work required for the renovation of the Ritz Theatre and Cultural Center in Albany, Georgia. Work includes core structural repairs, full TPO roof replacement, exterior masonry restoration, a complete overhaul of the building's mechanical, electrical, and plumbing systems, and specialized interior finishes in accordance with bid documents, specifications, and all other contract documents contained herein.

A Pre-Bid Conference will be held on **July 16, 2026, at 10:00 a.m.** through **Zoom:**
<https://us06web.zoom.us/j/87931440776?pwd=cY82rbJyO0wrxi7spw7SSSaH9kGSsL.1>

Meeting ID: 879 3144 0776 Passcode: 655208 The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

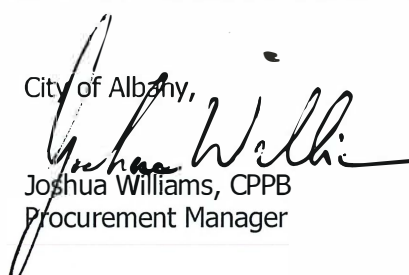
A 5% Bid Bond is required of all bidders. Bid bond must be present for bid to be read or considered. **100% Performance and Payment bonds** will be required of the successful bidder. This project will be bid on a lump sum basis for all specified work and if the contract is awarded, it will be awarded to the lowest responsive and responsible bidder whose proposal shall have met all the prescribed requirements.

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

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

For additional information, contact Ricky Gladney, Buyer I, at (229) 302-1455. Submit all questions via email to rgladney@albanyga.gov cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **July 29, 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

FINANCE

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

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

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

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

**SPECIAL INSTRUCTIONS
CITY OF ALBANY
Ritz Theatre Renovation
Bid Ref. #27-003**

1. **General:** The City of Albany is seeking competitive sealed bids from qualified and experienced general contractors for the comprehensive historic rehabilitation of the Ritz Theater and Cultural Center, located at 225 South Jackson Street. The selected contractor will furnish all labor, materials, equipment, and specialized services required to restore the existing 7,975-square-foot theater and its 9,894-square-foot annex into a state-of-the-art, 275-seat performing arts venue. The core project scope encompasses critical building envelope stabilization—including extensive exterior historic masonry repointing, stone trim restoration, a complete TPO roofing system replacement, and storefront window glass repairs—alongside a total overhaul of the facility's life safety, fire suppression, and core Mechanical, Electrical, and Plumbing (M/E/P) infrastructure. To satisfy the Georgia Historic Preservation Division's conditional approval and ensure absolute compliance with federal HUD environmental standards under 40 CFR 1505.2(c), all work must strictly adhere to the approved construction drawings, project specifications, and applicable National Park Service (NPS) Preservation Briefs. Bidders are advised that the bid form utilizes a strategic deductive alternate structure to manage municipal fiscal exposure, and the execution of all historic fabric retention protocols will be actively monitored via mandatory construction observation by the Architect of Record and the Owner's Technical Representative. Link to drawings and specifications: <https://www.dropbox.com/scl/fo/thv5r8lgdh2zapofn2hnf/AM9VEskENsnc7iWdjfGWyNQ?rlkey=6yrmgyapwkseodi75z7b0pnf9&st=cphjqovz&dl=0>
2. **Contract:** The contract (supplied by the selected vendor) shall be written for all work required, expressed, or implied, that is necessary to perform the work described in the bid documents, special instructions, specifications, project manual, and all other contract documents. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is expressly approved via a formal, written change order signed by the owner's designated representative prior to execution. The successful bidder will be required to submit two (2) executed copies of the contract contained herein within ten (10) days following the issuance of the Notice of Award.
3. **Contractor's Bid:** All bidders must hold a valid, current General Contractor license issued by the State of Georgia. In accordance with Georgia Code Title 36 municipal procurement procedures, no negotiation shall be permitted between the opening of bids and the final execution of the construction contract. Bids shall include all necessary labor, materials, tools, equipment, and all other items required to complete the contract requirements in accordance with the specifications, drawings, and all provisions included in this Invitation to Bid. The bidder shall be contractually responsible for visiting the project site at 225 South Jackson Street to thoroughly familiarize themselves with existing conditions. Given the building's historic nature and remaining character-defining features, the contractor's submittal acknowledges that they accept the site "as-is" and agree to all structural protection and environmental compliance mandates contained herein.
4. **Bid Withdrawal:** No bid may be withdrawn for a period of **sixty (60) calendar days** from the bid opening date.
5. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process. The Owner of this project is the City of Albany.
6. **Contract Time:** All work required under this contract must reach Substantial Completion within **three hundred sixty-five (365) calendar days** following the issuance of the formal Notice to

Proceed. Performance, construction milestones, and compliance with the schedule will be strictly monitored and documented by the Architect of Record and the Owner's Technical Representative. Failure to complete this contract within the specified timeframe may negatively impact the contractor's performance evaluation and hamper their ability to secure future contracts with the City of Albany.

7. **Liquidated Damages:** Time is of the essence in the performance of this contract. The City of Albany and the contractor acknowledge that delayed completion of the Ritz Theater restoration will cause financial damage to the City, including extended administrative overhead and lost community utility. If the contractor fails to achieve Substantial Completion within the **three hundred sixty-five (365) calendar days** specified in Item 6, the contractor shall pay to the City, or have withheld from progress payments, the **liquidated sum of five hundred dollars (\$500.00) per calendar day** for each day the project remains uncompleted past the contract deadline. These damages are established as a reasonable forecast of actual administrative and operational costs and are explicitly agreed to as liquidated damages and not as a penalty.
8. **Bid Bond:** Each bid shall be accompanied by a bid bond (surety) acceptable to the Owner, in an amount equal to at least **five percent (5%)** of the total 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 all other contract documents contained herein. The successful bidder must also furnish a 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 in accordance with Georgia statutory law. The bid bond must be presented in its original form. **Copies are not acceptable.**
9. **Performance Bond and Payment Bonds:** A Performance Bond equal to **one hundred percent (100%)** of the total contract value and a Labor and Materials Payment Bond equal to **one hundred percent (100%)** of the total contract value will be required of the awarded bidder. All bonds must be issued by a surety company licensed to do business in the State of Georgia and submitted to the Procurement Office before any work can commence. The bonds must be presented in their original form. **Copies are not acceptable.**
10. **Bid Form and Contract Award:** Bids **must** be submitted strictly on the official bid form provided by the City of Albany. The contract will be awarded to the responsive and responsible bidder submitting the lowest overall bid. The lowest overall bid shall be determined by the City based on the total of the Base Bid plus or minus any combination of the value-engineering deductive alternates selected by the City, in the measure that best benefits the funding limits and operational needs of the City of Albany. The City reserves the right to reject any or all bids and to waive any technicalities or informalities.
11. **General Insurance Requirements:** The 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, the policy shall name the **City of Albany, P.O. Box 447, Albany, GA 31702** as an additional insured against all claims, losses, costs, or expenses arising out of injuries or death of persons, whether or not employed by the contractor, and whether arising from the acts, omission, negligence, or otherwise of the contractor or any of its agents, employees, patrons, or other persons, growing out of work being done by the contractor on behalf of the City.

Such policies must provide for a liability limit on account of each accident resulting in bodily injury or death of not less than **One Million Dollars (\$1,000,000)** and a liability limit of not less than **One Million Dollars (\$1,000,000)** for each accident for property damage. The contractor shall also carry products/completed operations liability insurance for personal injuries and/or death in an amount not less than **One Million Dollars (\$1,000,000)**.

The contractor shall maintain a combined single liability limit of **One Million Dollars (\$1,000,000)** covering owned, non-owned, leased, and hired vehicles.

The 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 Dollars (\$100,000)** for each accident/disease. These policies must contain a waiver of subrogation in favor of the City of Albany.

The contractor shall furnish evidence to the City of the continuance in force of said policies' declaration page(s) to the Procurement Division. Acceptable proofs of insurance are: (i) a Certificate of Insurance with an Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed which show the **City of Albany, P.O. Box 447, Albany, GA 31702** as an additional insured. All insurance policies must provide that the City of Albany will be notified within **thirty (30) days** of any changes, restrictions, and/or cancellations. The City's sole judgment shall control as to the sufficiency of the coverage.

12. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
13. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
14. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).
15. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).
16. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).
17. **Permits & Fees:** Within **five (5) calendar days** following the issuance of the Notice to Proceed, the contractor shall apply for all required building and specialty permits. Failure to do so may result in the immediate revocation of the award, and the contract may be awarded to the next lowest responsive and responsible bidder. The original contractor will be billed for any difference in contract price. The contractor shall secure all permits, licensure certificates, inspections (both permanent and temporary), and occupational tax certificate(s) before any work can commence. This documentation must be on file in the Procurement Office prior to the start of any physical work associated with this contract. The contractor is required to contact the **Owner's Technical Representative, Tripp Swilley, at 229-809-6073 within five (5) days of project completion to schedule a final inspection.** The general contractor, as well as any and all designated subcontractors, must possess or will be required to obtain a **City of Albany Occupational Tax Certificate** or Registration prior to the commencement of work.
18. **Compliance:** The contractor is contractually responsible for complete knowledge of and total compliance with all local, state, and federal laws, codes, building ordinances, and regulations applicable to this type of construction work. This explicitly includes, but is not limited to, maintaining strict field adherence to the Georgia Historic Preservation Division (HPD) conditional approval requirements and all federal HUD environmental monitoring mandates under 40 CFR 1505.2(c).
19. **Superintendent:** The contractor shall have a competent, full-time superintendent or authorized representative on the project site at all times while work is actively being performed. This individual

shall directly represent the contractor, and all verbal or written communications, field directives, or instructions given to them shall be as legally binding as if given directly to the contractor.

20. **Preservation of Property:** The contractor shall carry out all work with extreme care and utilize proper methods to prevent damage to property adjacent to the work, within streets or easement locations, or any other property of the Owner or others. The removal, relocation, or destruction of any property feature is strictly prohibited unless expressly called for by the contract documents. It is a fundamental condition of this contract that work be performed in a manner that ensures no damage occurs to any property.

The word **PROPERTY**, as used herein, explicitly includes public street improvements, storm and sanitary sewers, water lines, utilities, and public service structures. Furthermore, given the historic nature of this facility, **PROPERTY** explicitly includes all remaining interior and exterior historic character-defining features (**CDF**) such as historic brick masonry, decorative stone trim, original framing, balcony structures, and existing interior architectural finishes.

Should any property be damaged or destroyed during construction, the contractor, at their own sole expense, shall promptly repair or make an authentic restoration acceptable to the Owner. In the event of a failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Owner's Technical Representative may, upon **forty-eight (48) hours' written notice**, proceed to repair, rebuild, or otherwise restore such property as may be necessary. The total cost of these repairs will be deducted directly from any monies due or which may become due to the contractor under this contract agreement. The contractor shall employ approved methods and exercise reasonable care and skill at all times to avoid delay, damage, injury, or interruption to existing structures and public utility services, cooperating fully with utility owners to that end.

21. **Public Convenience and Safety:** Fire hydrants on or adjacent to the work site shall be kept fully accessible to fire apparatus at all times, and no construction materials or obstructions shall be placed within ten (10) feet of any hydrant. Safe access to all adjacent business premises must be maintained at all times, and street gutters shall not be obstructed.

Construction materials shall not be stored along public streets or sidewalks without prior written authorization. Vehicular and pedestrian traffic on surrounding streets must be maintained safely throughout the construction period. Dust, particulates, and construction debris shall be strictly managed using approved wet-suppression or containment methods to ensure they do not create a public hazard, a neighbor nuisance, or a contamination risk to the facility's remaining historic interior surfaces.

22. **Barricades and Warnings:** The contractor is contractually responsible for providing temporary security fencing, highly visible signage, and all other necessary safety measures to fully secure the jobsite and protect the public. Fencing shall be properly stabilized using adequate sandbags to anchor the base and heavy-duty clamps on the posts of adjoining panels to secure the perimeter. The contractor shall provide, erect, and maintain all necessary barricades, utilize a suitable and sufficient number of watchmen or certified flaggers to direct traffic, and take all necessary precautions for the protection of the work and the safety of the public in compliance with **MUTCD standards**. All roadside barricades and sidewalk obstructions shall be clearly illuminated at night, and warning lights shall be kept burning continuously from sunset to sunrise.
23. **Removal of Trash and Rubbish:** The contractor shall be contractually responsible for the prompt removal and legal disposal of all construction waste, trash, and rubbish resulting from the work under this contract. The work site shall be kept clean, orderly, and free of debris during all phases of

construction. Trash shall be removed from the site or adequately containerized in secured dumpsters on a daily basis.

Furthermore, any hazardous materials encountered or removed during the restoration including but not limited to lead-based paint debris, asbestos-containing materials (**ACM**), or contaminated structural elements must be handled, manifested, and disposed of strictly in accordance with federal **EPA, HUD, and State of Georgia** environmental regulations. All disposal manifests and chain-of-custody tipping receipts for these materials must be submitted to the Procurement Division and the Owner's Technical Representative as a mandatory condition for progress payment approvals.

24. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
25. **Termination of Contract for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have **fourteen (14) calendar days** to cure the default from the date such notice is mailed to the contractor, unless notification is by electronic mail, 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 obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
26. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that they are, at the time of bidding, and shall be, throughout the period of the contract, properly licensed by the State of Georgia to perform the type of work required under the terms of the contract documents. The bidder further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that they are competent, knowledgeable, and possess specialized skills regarding the nature, extent, and inherent conditions of the work to be performed.
- The bidder further acknowledges that there are certain unique and inherent conditions existing in the historic rehabilitation, environmental abatement, and reconstruction of this particular facility, which may create unusual or unsafe conditions hazardous to persons and property during the construction program. The bidder expressly acknowledges that they possess the specific skill and historic preservation experience to foresee such hazards and to adopt protective measures to adequately and safely perform the construction work.
27. **Corporations and Entities:** All corporations submitting a bid shall provide their corporate seal, a copy of the Georgia Secretary of State's Certificate of Incorporation, and a complete listing of the principals of the corporation with their submittal. If the bidder is an out-of-state corporation (Foreign

Corporation), they shall provide a copy of their Certificate of Authority to Transact Business in the State of Georgia from the Georgia Secretary of State, in compliance with Georgia statutory law.

28. **Pre-Construction Conference:** The successful bidder shall be required to attend a mandatory Pre-Construction Conference with the Owner's representatives to discuss all technical, administrative, and compliance details of the project. The contractor must submit a comprehensive, detailed progress schedule (proposed work program) for approval prior to the issuance of the formal Notice to Proceed. Once physical work begins, the contractor shall remain on-site with a normal, productive workforce continuously until the project reaches final completion. At a minimum, attendees at this conference shall include the City's Procurement Division, the Downtown Manager, the Owner's Technical Representative, the Architect of Record, and the General Contractor's project manager and superintendent. The primary agenda will include a mandatory review of the HUD environmental mitigation and Georgia HPD historic fabric retention tracking protocols required under **40 CFR 1505.2(c)**.
29. **Georgia Security and Immigration Compliance Act:** The successful contractor shall provide formal certification that they are in full compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the Georgia Department of Labor have been complied with in full. Pursuant to O.C.G.A. § 13-10-91, all subcontractors entering into a contract or agreement for hire on this project must be registered with and participate in the Federal Work Authorization Program (E-Verify). The bidder shall complete and submit a copy of the appropriate Contractor Affidavit form, along with any applicable Subcontractor Affidavits, directly with their sealed bid package.
30. **Contractor's Warranty:** The contractor shall guarantee all specified work performed for a period of **one (1) year** from the date of final written acceptance of the project by the Owner's Technical Representative. This warranty guarantees that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall promptly repair any defects found and reported during the one-year warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty.

The following items are explicitly excluded from this warranty:

- a. Defects or failures resulting from direct abuse or improper maintenance by the Owner.
 - b. Damage caused by fire, tornadoes, hail, hurricanes, Acts of God, wars, riots, civil commotion, or vandalism.
 - c. The contractor is neither an insurer nor a guarantor of the suitability or adequacy of the architectural design. Any other provisions of this warranty to the contrary notwithstanding, the contractor shall not be required to remedy any unsuitable or inadequate design elements.
31. **Mandatory HUD Federal Compliance Certifications:** Bidders are strictly required to execute and submit all forms and acknowledgments contained within the **ITB Packet** directly with their sealed bid packages. These documents are mandatory under federal law and are a non-waivable requirement for contract eligibility. Failure to fully complete, sign, and return each certification page shall result in the immediate rejection of the bid as non-responsive.

These forms are required by federal regulations under 2 CFR Part 200, Appendix II, and related statutes. The awarded general contractor and all subsequent subcontractors shall be contractually bound to all federal regulations listed within this packet throughout the duration of the project, including:

- **Executive Order 11246** Equal Employment Opportunity (EEO) compliance
- **Davis-Bacon Act** weekly certified payroll tracking via Form WH-347 and HUD-4010 provisions
- **Copeland "Anti-Kickback" Act** wage protection certifications
- **Contract Work Hours and Safety Standards Act** overtime and job safety mandates
- **Clean Air Act and Federal Water Pollution Control Act** environmental standards
- **Federal Debarment and Suspension** verification via SAM.gov
- **Byrd Anti-Lobbying Amendment** financial disclosure requirements
- **Solid Waste Disposal Act Section 6002** procurement of EPA-designated recovered materials
- **HUD Section 3 Compliance (24 CFR Part 75)**, requiring best efforts to achieve the mandatory labor hour benchmarks where at least 25% of total project labor hours are worked by Section 3 workers, and at least 5% are worked by Targeted Section 3 workers
- **2 CFR Part 182** Drug-Free Workplace regulations
- **Access to Records Clause**, granting full project file audit access to HUD, the Comptroller General, and the City of Albany
- **Conflict of Interest** standard municipal affirmations

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

- Bid Form (linked)**
- Bid Bond**
- DBE Subcontractor Participation Form/DBE Goals**
- Addendum Acknowledgement Form**
- Indemnity Agreement**
- Governing Law and Venue Form**
- Certificate of Non-Collusion Form**
- Drug Free Workplace**
- Debarred Bidders Integrity Form**
- Corporate Seal**
- Secretary of State's Certificate of Incorporation**
- Listing of the principals of Corporation**
- Affidavit to Comply with OCGA § 13-10-91**
- Advertisement Form**
- HUD-4010 Federal Labor Standards Provisions**
- Certified Weekly Payroll Form WH-347 Agreement**
- Section 3 Labor Hour Benchmarks Certification**
- Byrd Anti-Lobbying Amendment Certification (SF-LLL)**
- Debarment and Suspension Certification**

Notice to Bidders: This project is bound by federal grant guidelines. Every document listed above is considered material to the solicitation. Failure to fully complete, sign in ink, and return each individual form within the sealed bid envelope at the time of submission shall result in the immediate rejection of the bid as non-responsive.

Pre-Bid Conference: A pre-bid conference will be held on **July 16, 2026, 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 **July 29, 2026, at 2:30 pm**. Replies of substance will be answered in the form of an addendum and made available to all potential bidders.

****COMPLETE AND SUBMIT****

Certification Regarding Equal Employment Opportunity (EEO)

The undersigned certifies compliance with Executive Order 11246 and agrees not to discriminate against any employee or applicant for employment. This includes implementing affirmative action to ensure equality in employment practices.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Davis-Bacon and Related Acts Acknowledgment

The contractor agrees to comply with the Davis-Bacon Act and submit certified payrolls (Form WH-347) weekly, as well as comply with HUD-4010 provisions.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Copeland "Anti-Kickback" Act Certification

The contractor certifies that no kickbacks or unauthorized deductions from wages will be made, and full wages will be paid as required.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Contract Work Hours and Safety Standards Act Agreement

The contractor certifies that all laborers and mechanics will be compensated for overtime and provided with safe working conditions per federal requirements.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Certification Regarding Clean Air and Water Pollution Acts

The undersigned affirms that this contract exceeds \$150,000 and agrees to comply with applicable Clean Air and Water Pollution Control requirements.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Certification Regarding Debarment and Suspension

The contractor certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal assistance programs (SAM.gov verified).

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Byrd Anti-Lobbying Certification

The contractor certifies that no federal funds have been or will be used to influence federal officials.
If applicable, Form SF-LLL is attached.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Procurement of Recovered Materials Statement

The contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act and make use of EPA-designated recovered materials when practicable.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

****COMPLETE AND SUBMIT****

Section 3 Compliance Acknowledgment

The contractor certifies understanding of Section 3 requirements under 24 CFR Part 75 and agrees to provide economic opportunities to low- and very low-income persons and Section 3 business concerns to the greatest extent possible.

- Include Section 3 provisions in all subcontracts and comply with applicable provisions of 24 CFR Part 75.
- Make best efforts to meet HUD's labor hour benchmarks:
 - At least 25% of total labor hours worked on the project will be performed by Section 3 workers.
 - At least 5% of total labor hours will be performed by Targeted Section 3 workers (e.g., individuals living in the project area or receiving HUD housing assistance).
- Track and report labor hours by worker classification and Section 3 status in the DRGR system.
- Engage in good-faith efforts to meet Section 3 goals, which may include:
 - Advertising job opportunities through local media and workforce development partners
 - Prioritizing the hiring of eligible low-income residents
 - Seeking participation from certified Section 3 business concerns, including those listed in HUD's Section 3 Business Registry
 - Documenting all outreach, hiring, and subcontracting activities

The City of Albany will monitor contractor performance and request supporting documentation as needed to ensure full compliance with HUD's Section 3 regulatory and reporting requirements.

Authorized Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

**** COMPLETE AND SUBMIT ****

**CITY OF ALBANY
BID REFERENCE NO. 27-003
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.27-003			

Print Name and Title of Authorized Signer

Authorized Signature

Date

****COMPLETE AND SUBMIT****

Proposal Reference No. 27-003

BID FORM

**SCHEDULE OF DBE
PARTICIPATION**

Name of Proposer: _____

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

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

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

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

_____ (SEAL)

NOTARY PUBLIC

Name (Typed) _____

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

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

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

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

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

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

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

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

INDEMNITY AGREEMENT

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

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

_____.

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

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

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

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

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	27-003
Solicitation /Contract Name:	Ritz Theatre Renovation

CONTRACTOR AFFIDAVIT

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

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

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: _____

****COMPLETE AND SUBMIT****

Advertisement Form

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

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

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

Please indicate if you are a DBE: Yes_____ No_____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

BID BOND

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

_____ as PRINCIPAL,
and _____ (Name of Principal)

(Legal title and address of the Surety)

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

_____ Dollars

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

_____, 20__ for the construction of _____

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

Signed and sealed this _____ day of _____, 20__

(Principal)

(Witness)

(Title)

Seal

(Surety)

(Witness)

(Title)

Seal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal title and address of the Contractor)

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

_____ (Legal title and address of Surety)

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

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

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

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

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor in accordance with said Contract, which said labor or materials have been included in a periodical application for payment and approved by the Owner or Owners designated Agent for payment and paid for by the Owner, the Surety shall, within 20 days of receipt of such notice, cause to be paid any unpaid amounts for such labor and materials.
4. It is expressly agreed by the Principal and the Surety that the Owner if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

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

_____(SEAL)
Principal

In The Presence of:

Title

Witness

_____(SEAL)
Surety

Title

Witness

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

(Legal title and address of the Surety)

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

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

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

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

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

_____(Seal)
Principal

In the Presence Of:

Title

Witness

_____(Seal)
Surety

Title

Witness