**November 6, 2026**

TO: **All Potential Bidders**

SUBJECT: **Security Light Upgrades**

Bid Ref. **#27-027**

Bid Opening Date & Time: **November 13, 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 Bid Documents, Project Manual, Drawings and other proposal documents for the above-referenced Invitation to Bid. Bidders **must acknowledge receipt** of the Addendum on the Bid Form and also on the Addendum Acknowledgement Form, which is a required Appendix to the Bid Form, when the bids are submitted.

**QUESTIONS AND ANSWERS**

1. Will a map be provided for the proposed lights that are being replaced or the lights that will need inspection?

***Answer: No, a static geographic layout map will not be provided for either the replacement zones or the inspection points. Physical location maps are unavailable for this procurement package. Bidders must base their scheduling, fleet allocation, and logistical routing on the comprehensive estimated quantities provided on the official Bid Form. Exact field tracking data, asset history logs, and coordinate positions will be processed and verified entirely through the municipal GIS tracking database system following contract mobilization.***

2. Does the City have a standard checklist for the pole/fixture inspections?

***Answer: No, the City will not require the Contractor to complete or submit a separate, physical paper checklist form for each individual inspection. All asset validation will be captured digitally. Bidders are directed to Section 34 (Project Tracking, Progressive Inspections, and GIS Documentation) and the Technical Scope of Work to guide their daily field workflow. To satisfy the contract's auditing requirements, the Contractor's field crews must execute and verify the following technical evaluation steps progressively at each active LED fixture site:***

- *Step 1: Structural Stability Verification – Visually inspect the support pole, arm extension, and physical mounting hardware to verify structural integrity and identify any unsafe leaning, rot, or vehicle-impact damage.*
- *Step 2: Electrical Connection Audit – Check the luminaire's secondary line wire tap, terminal connections, and insulation blocks to ensure there is no dangerous fraying or exposed copper.*
- *Step 3: Component Functionality Test – Inspect the photoelectric control cell and housing unit to verify that the light cycles on/off properly and that the optical lens is clean and free of nesting debris.*
- *Step 4: Digital Asset Registration – Record the fixture's unique Asset ID Number and capture an active on-site GPS coordinate timestamp using a mobile field application.*
- *Step 5: Electronic Log Submission – Input the final operational status (Pass—Fully Operational or Fail—Deficiencies Found) into the contractor's daily electronic spreadsheet for automated upload and verification in the City's master GIS database before progressive progress payments are approved.*

3. What do you do if we encounter an electrical service line that is not live?

*Answer: The City will provide a dedicated emergency contact phone number to the awarded Contractor prior to mobilization. Upon encountering a dead service line, the Contractor must immediately report the issue to designated staff. The City will prioritize and remedy the electrical grid issue and formally notify the Contractor once power is restored.*

4. If an infrastructure asset is logged as inactive on the project list but we find it is completely missing from the physical field location, how should that be billed?

*Answer: In the event an asset listed for decommissioning is missing in the field, the Contractor shall document the location's absence via their daily digital log. This verified missing fixture action shall be authorized and billed under Phase 3 as a completed inspection metric.*

5. Some of the mounting bracket arms may need to be replaced during the retrofit phase. Will replacement brackets be provided by the City?

*Answer: Yes. Any replacement bracket arms deemed necessary during the modernizations are considered project materials and shall be furnished entirely by the City of Albany.*

6. What protocol should field crews follow if we are unable to access a pole due to locked gates, perimeter fencing, or aggressive dogs?

*Answer: The Contractor shall immediately notify the designated City field representative regarding the access restriction. The City will issue a formal administrative notice to the corresponding property customer confirming that the City requires immediate infrastructure access to the utility easement, and the City will coordinate with the Contractor to reschedule the location sweep.*

7. Do you have any pics of the different lights that will need to be replaced during phase 1?

*Answer: No physical photographs of the fixtures are included within the primary bid documents. Bidders must reference the exact technical specifications and wattage*

*classifications provided under Section 1.3(A) of the Scope of Work (including standard 150W, 250W, 400W HPS, Post Top Lanterns, and 1000W specialty fixtures) to guide their pricing metrics.*

8. Is phase 2 consisting of only the removal of existing lights no longer needed?

*Answer: Yes. Phase 2 consists strictly of the safe physical removal, handling, transport, and lawful universal waste disposal or recycling of 4,819 inactive security lighting units citywide. The contractor is entirely responsible for this decommissioning work and must provide certified environmental disposal or recycling manifests to the City prior to final invoice release.*

9. On phase 3, will this be separate lights that did not get replaced?

*Answer: Yes. The 4,975 units scheduled for a field performance audit under Phase 3 are existing, active LED fixtures that are already installed and remaining in service across the municipal footprint. This phase is completely separate from the High-Pressure Sodium (HPS) conversions being executed in Phase 1.*

10. What specific information is required for each inspection? (e.g., Does light truly exist? Type of voltage? Type of fixture?)

*Answer: All inspection information shall be documented digitally through the City's GIS system, in accordance with Section 34 – Project Tracking, Progressive Inspections, and GIS Documentation. Bidders must capture and input the following parameters for each asset interaction:*

| # | Inspection Category | Required Information |
|---|---|---|
| **1** | Light Verification | Does the security light physically exist? Yes/No |
| **2** | Location Verification | GPS coordinates, pole number, and confirmation that the GIS location is correct |
| **3** | Fixture Wattage | 150W, 175W, 250W, 400W, 1000W, or other |
| **4** | Pole Condition | Good, damaged, leaning, deteriorated, or requiring repair |
| **5** | Smart Node | Installed? Yes/No; record node identification number and communication status, if applicable |
| **6** | New LED Information | New fixture wattage, manufacturer, model, and serial number, if replaced |
| **7** | Inspection Documentation | Inspection date, contractor/inspector identification, and photographs |
| **8** | Deficiencies | Any safety concerns, repairs needed, or discrepancies requiring City review |

11. What is the approximate height of the fixtures?

*Answer: The estimated mounting height of the existing security light fixtures is approximately 30 to 35 feet above ground level. This is a general estimate for planning purposes. Actual heights may vary depending on pole type and location.*

12. Can the physical audit be performed from the ground?

*Answer: Yes. The initial physical audit may be conducted from the ground, provided the Contractor can adequately verify and document the required inspection information. Any*

*conditions that cannot be properly evaluated from the ground shall be identified for further inspection.*

13. What physical or structural conditions should be identified during inspection?

*Answer: The Contractor shall identify and document the following:*

- *Damaged, leaning, or deteriorated poles.*
- *Damaged or loose mounting arms and brackets.*
- *Missing or damaged fixture mounting hardware.*
- *Visible structural concerns that could affect fixture installation.*
- *Obstructions or accessibility issues that could prevent safe installation.*

*Any identified deficiencies shall be documented in the City's GIS system and reported for review.*

14. Will there be a designated yard or area to place a dumpster for disposal of the old fixtures?

*Answer: Yes. The original disposal arrangement outlined in the ITB package has been officially modified. Bidders shall not be responsible for securing independent, off-site commercial landfill or waste disposal services. Instead, the disposal of all decommissioned hardware and extracted HPS units has been redirected to the City of Albany's Utility Operations Compound (1726 Lily Pond Road). The Contractor shall remain responsible for safely transporting, handling, and stacking all removed fixtures and HPS bulbs inside the designated municipal roll-off containers.*

15. Will there be a designated area to place a Connex container for recycling materials?

*Answer: No. The City does not have an area available for placement of a contractor-provided Connex storage container. However, designated City dumpsters are available at 1726 Lily Pond Road for processing recycling materials.*

16. Will there be an area available to park contractor vehicles when not in use?

*Answer: No. The City will not provide parking or secure storage space for contractor vehicles. The Contractor will be responsible for making its own operational parking arrangements.*

17. Where can bidders obtain the addendums?

*Answer: All official addenda will be available through the City's designated procurement/bid posting platform (www.albanyga.gov) and via the Georgia Procurement Registry. Bidders should contact the Procurement Division for assistance accessing the documents.*

18. Will Albany Utilities assist with Asset Identification Numbers and mapped GPS coordinates?

*Answer: Yes. Albany Utilities will coordinate with the Contractor regarding available asset identification numbers and existing GIS mapping information. The Contractor will be responsible for verifying the physical location of each security light and documenting any discrepancies or missing asset information through the City's GIS tracking process.*

**End of Addendum 1**

*Ricky Gladney*

Ricky Gladney, Buyer

CC: Louise McCall, Project Manager
Kurt Anthony, Deputy Director of Utility Operations
All Known Bidders

CITY OF Albany GEORGIA

**October 13, 2026**

**INVITATION TO BID**
**Security Light Upgrades**
**Bid Reference No. 27-027**

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 November 13, 2026,** for all work required for comprehensive citywide security light upgrades involving **a total of 12,346 tracked asset actions,** including LED retrofits, decommissioning/removals, and active fixture inspections as indicated in the scope of work in accordance with bid documents, specifications, and all other contract documents.

A Pre-Bid Conference will be held on **October 21, 2026, at 10:00 a.m.** at **222 Pine Avenue, Suite 260, Albany, Georgia 31701 and simultaneously via Zoom.** The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend. Zoom link:
https://us06web.zoom.us/j/81939393064?pwd=qvo0f0fCCuMl1sgmbaAwcVTySGi2lg.1
Meeting ID: **819 3939 3064** Passcode: **207256**

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

The City of Albany strongly encourages Small Business firms to participate in this bid. The City of Albany reserves the right to reject any and all bids and to waive any informalities in the bidding process.

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 **November 4, 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

**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**
**Security Light Upgrades**
**Bid Ref. #27-027**

1. **General Information:** The **City of Albany, Georgia**, is seeking competitive bids from experienced and licensed contracting firms to undertake a comprehensive, multi-phase **Security Light Upgrades project** across the municipal footprint. The primary focus of this initiative is an extensive modernization effort requiring the safe extraction of aging, inefficient High-Pressure Sodium (HPS) fixtures and the installation of **2,552 City-provided Light Emitting Diode (LED) replacements**, spanning standard 150W units, 250W units, 400W units, and specialized 150/175W HPS Post Top Lanterns. Beyond active equipment replacement, the City requires a high level of operational stewardship to streamline its entire lighting grid. To achieve this, the selected vendor will be responsible for a major decommissioning phase involving the physical removal and legal disposal of **4,819 inactive security lights**. Additionally, to safeguard current municipal investments, the contractor must execute a rigorous, data-driven field performance audit and inspection of **4,975 existing active LED fixtures**. Because data integrity and accountability are paramount to this administration, vendors must integrate precise asset tracking into their daily workflow, capturing and mapping GPS coordinates for every unit touched. Ultimately, the City is looking for a well-equipped partner that can deliver high-quality, safe workmanship entirely within standard weekday operating hours and bring this critical grid modernization to full completion on or before **May 30, 2027**.

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 City of Albany.

7. **Contract Time & Timeline Regulations:** The Contractor shall begin physical operations immediately following the explicit issuance of the formal Notice to Proceed and must press the work vigorously to completion.
    - **Construction Closeout Window:** To ensure adequate time for municipal infrastructure auditing, all active construction, fixture installations, and decommissioning field operations must be 100% completed and wrapped up **at least ten (10) calendar days prior to the terminal deadline (on or before May 20, 2027)**.
    - **City Inspection Window:** The final ten (10) calendar days of the contract term are strictly reserved as an administrative closeout and inspection period, allowing the City Project Manager and utility field teams to perform comprehensive data verifications and walk-through quality checks across the completed asset grid.
    - **Contract Expiration:** The entire scope of work, including the remediation of any logged deficiencies or punch list items, must be fully accepted and delivered on or before May 30, 2027, at which time this Contract shall officially terminate.
    - **Excusable Delays:** Should the Contractor sustain delays resulting directly from late delivery of City-furnished LED materials, localized municipal traffic control hold-ups, severe weather events, or other unforeseen administrative circumstances completely

outside the Contractor's direct control, the Contractor may submit a written Request for Extension to the Project Manager. If validated by the City, an equitable adjustment to the timeline will be granted, and per-fixture liquidated damages will be deferred for the duration of the approved extension window.

8. **Liquidated Damages & Performance Incentives:** Time is an essential and material element of this Contract. Any delay in completing the comprehensive grid modernization may inconvenience the public, compromise municipal safety, or interfere with local commerce. Furthermore, any failure to complete the work within the allowed timeframe will increase the City's operational oversight, engineering, and post-deadline auditing costs. For these reasons, it is critical that the work be pressed vigorously to completion by the terminal date. Should the Contractor fail to fully complete the installation of all retrofits, decommissioning of inactive units, or required field audits on or before May 30, 2027, charges shall be assessed against any money due or that may become due to the Contractor. These charges will be calculated at a rate of **seventy-five dollars ($75.00) per individual fixture remaining incomplete, un-decommissioned, or un-audited as of the deadline.** The Contractor explicitly agrees that this per-fixture deduction represents a fair and reasonable estimation of the actual administrative, engineering, and operational damages the City will sustain due to late completion. Both parties stipulate that these assessments are intended strictly as liquidated damages to remedy municipal losses, and are **not to be construed as a penalty.**

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 total 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 be required to 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) as detailed in Section 10. The bid bond must be presented in its original form. **Copies or electronic duplications are not acceptable.**

10. **Performance Bond and Payment Bonds:** The awarded bidder shall be strictly required to furnish a **100% Performance Bond** and a **100% Labor and Materials Payment Bond** covering the total awarded contract amount. These bonds serve as an absolute guarantee of the faithful performance of the contract and the full payment of all persons supplying labor and materials for this project. In strict accordance with **O.C.G.A. § 36-91-70** and **§ 36-91-90**, all bonds must be executed by a surety company licensed to do business in the State of Georgia and submitted in their original form to the Procurement Office before any work can commence or a Notice to Proceed is issued. **Copies or electronic duplications are not acceptable.**

11. **Bid Form & Award Criteria:** All proposals must be submitted strictly on the official bid form provided by the City of Albany. This project is a **unit price contract**; bidders must provide individual unit pricing for each designated category of work (LED retrofits, decommissioning/removals, and field performance audits). The contract will be awarded to the responsive and responsible bidder submitting the **lowest total base bid**, calculated by multiplying the proposed unit prices by the City's estimated quantities. The City reserves the absolute right to reject any bid that is mathematically or materially unbalanced. Furthermore, the City reserves the right to alter, increase, or decrease the estimated quantities of any item of work at the established contract unit price, as deemed in the best interest of the City of Albany, without invalidating the contract.

12. **General Insurance Requirements:** Contractor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million ($1,000,000) Dollars, a liability limit of not less than One Million ($1,000,000) Dollars for each accident for property damage. Contractor shall also carry product/completed operations liability insurance for personal injuries and/or death in the amount not less than One Million ($1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of One Million ($1,000,000) Dollars covering owned, non-owned, leased, and hired vehicles. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand ($100,000) Dollars of each accident/disease. These polices must also contain a waiver of subrogation in favor of the City of Albany. Contractor shall furnish evidence to the City of the continuance in force of said policy's declaration page (s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with **Additional Insured Endorsement** (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Albany as additional insured. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation. The Certificate Holder box must strictly state: **"City of Albany, P.O. Box 447, Albany, GA 31702"** with no additional wording. The City reserves the right to determine, at its sole discretion, the adequacy and sufficiency of all insurance coverage provided.

13. **DBE Subcontractor Participation Form:** An executed copy of this form **must** accompany your bid. The hiring of DBE subcontractors is encouraged but not a requirement. This form is for tracking and statistical purposes only. (See Attached).

14. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).

15. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).

16. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).

17. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).

18. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).

19. **Permits, Licensing, & Fees:** The Contractor shall be responsible for securing all necessary permits, license certificates, occupational tax certificate(s), and inspections (both temporary and permanent) required by local, state, or federal law before any field operations can commence. Documentation of all required credentials must be on file with the Procurement Office prior to the start of any physical work.
    - **Application Timeline:** The selected Contractor must apply for all required municipal permits within **five (5) business days following the formal Notification of Award**.

Failure to timely initiate the permitting process may be construed as a failure to execute the contract, resulting in forfeiture of the Bid Bond, cancellation of the award, and subsequent award to the next lowest responsive and responsible bidder.

- **Fee Exemption:** Because this project is executed directly for municipal infrastructure, all standard **City of Albany permit and building inspection fees shall be waived**. Any non-City fees remain the sole responsibility of the Contractor.
- **Local Business Registration:** The Contractor, as well as all active subcontractors, must possess or obtain a valid City of Albany Occupational Tax Certificate or Registration prior to the commencement of work.

20. **Addendum Acknowledgement Form:** An executed copy of this form must accompany your bid. (See attached). All addendums must be acknowledged on this form.

21. **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.

22. **Contractor Supervision, Technical Representation, & Progress Reviews:** Due to the citywide footprint and multi-site nature of this utility deployment, the Contractor shall assign a dedicated, competent Project Superintendent or Technical Field Representative to oversee all active operations.
    - **Availability & Accessibility:** The Superintendent is not required to remain stationary at a single physical location but **must be actively managing field operations within the City of Albany** at all times while work is being performed. The Superintendent must be equipped with a reliable mobile phone and digital communications, remaining directly accessible to the City Project Manager or their designee during all standard operational hours **(Monday through Friday, 7:30 AM to 7:00 PM)**.
    - **Binding Authority:** The designated Superintendent shall serve as the Contractor's official agent in the field. All instructions, directions, and communications given to them by the City shall be as legally binding as if given directly to the Contractor.
    - **Data & Deliverable Oversight:** The Superintendent shall be personally responsible for the quality control of all field activities. This includes personally verifying the technical accuracy of the mandatory daily production reports, asset IDs, and mapped GPS coordinates prior to their electronic submission to the City's GIS database tracking system.
    - **Mandatory Pre-Work Deployment Schedule:** Prior to the issuance of the formal Notice to Proceed or the mobilization of any field crews, the Contractor must submit a highly detailed project deployment schedule to the Project Manager. This initial schedule must outline their macro-level timeline, primary tracking layout, and geographic neighborhood routing sequence. No on-site work or equipment staging will be permitted until this pre-work schedule is reviewed and approved by Albany Utilities.
    - **Bi-Weekly Progress Meetings:** To maintain tight alignment with project milestones and track overall pace, the Superintendent **shall be required to attend mandatory bi-weekly progress meetings** with the City Project Manager (Mary McCall) or her designated representatives. **At the City's discretion, these progress reviews may be conducted in person at a designated City office or virtually via a secure video conferencing platform**. The Superintendent must come prepared to present current completion rates, verified field audit tracking logs, and a rolling, updated two-week operational deployment schedule to proactively address any logistical or right-of-way issues.
    - **24-Hour Daily Routing Clearance Rule:** To ensure optimal planning for municipal support staff, the Superintendent **must coordinate and clear all specific daily work locations with the Project Manager at least twenty-four (24) hours in advance**.

The daily notice must specify the exact street names, blocks, and intended asset ID counts scheduled for crew interaction.

- **Crew Safety Coordination:** The Superintendent shall ensure that all active field crews strictly comply with standard safety measures, proper bucket truck positioning, and traffic control guidelines to prevent public inconvenience or utility interruptions.

23. **Preservation & Restoration of Property:** The Contractor shall execute all field operations with the highest degree of care and utilizing proper, industry-approved methods to prevent damage, injury, or destruction to all public and private property.
    - **Scope of Property:** The word **PROPERTY** as used herein is intended to include, but is not limited to: public street improvements, sidewalks, curbs, driveways, lawns, landscaping, historical right-of-ways, vehicle parking areas, storm and sanitary sewers, water systems, **overhead tree canopies, existing light poles/luminaires, and all overhead or underground public utility structures (electrical, fiber optic, and telecommunications lines).**
    - **Remediation & Timelines:** Should any public or private property be damaged or destroyed as a result of the Contractor's operations (including damage caused by bucket trucks or heavy machinery), the Contractor shall, at their own sole expense, promptly initiate repairs or make such restoration as is practical and acceptable to the owner of the damaged property.
    - **City Intervention:** In the event the Contractor fails to initiate satisfactory repairs or restoration within forty-eight (48) hours of written notice, the Project Manager or designated City utility department may proceed to repair, rebuild, or otherwise restore such property as necessary. The entire cost of this municipal remediation will be directly deducted from any monies due or which may become due to the Contractor under this agreement.
    - **Utility Continuity:** The Contractor shall at all times employ approved methods and exercise reasonable skill to avoid delays, interruptions, or damage to existing public service installations. The Contractor shall avoid any unauthorized interference with, or interruption of, public utility services and shall cooperate fully with utility owners. Any emergency service restoration costs or regulatory fines resulting from unauthorized utility interruptions caused by the Contractor shall be borne entirely by the Contractor.

24. **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.

25. **Shared Traffic Control Coordination:** Due to the extensive citywide footprint of this utility deployment along public rights-of-way, right-of-way management and roadway safety shall be executed via a structured, shared coordination process between the Contractor and the City of Albany. This multi-tiered framework delineates explicit responsibilities, scheduling protocols, and resource contingencies:
    A. **Municipal Right-of-Way Support & Resource Allocation** The City of Albany will endeavor to provide baseline right-of-way safety assistance through its Public Works or designated municipal utility departments.
    - **City Equipment Provision:** Subject to availability and advance coordination, the City may deploy municipal safety assets to active work zones, including standard temporary warning signs, physical barricades, cones, flashing arrow boards, and lane-closure regulatory markers.

- **Specialized Traffic Dispatches:** For high-density arterial roadways or complex intersection modernizations, the City may, at its sole discretion, dispatch certified municipal traffic control personnel or law enforcement escorts to protect active field crews.

B. **Advance Scheduling & Coordination Protocols** To prevent operational bottlenecks and safeguard normal municipal utility operations, the Contractor must adhere to a strict, proactive scheduling workflow:

- **Bi-Weekly Milestone Forecasts:** During the mandatory bi-weekly progress meetings, the Contractor's Project Superintendent must present a rolling, tentative two-week operational deployment schedule. This forecast must explicitly identify high-traffic corridors or arterial streets requiring complex lane management or City field support.
- **48-Hour Daily Clearance Rule:** The Contractor must submit a written or electronic notice to the City Project Manager at least forty-eight (48) hours in advance of field mobilization. This daily request must pinpoint the exact streets, blocks, and asset ID numbers scheduled for retrofitting, decommissioning, or auditing on any given calendar day to clear municipal logistical windows. **The City shall review this notice and provide formal confirmation at least twenty-four (24) hours in advance of the scheduled workday as to whether municipal traffic control assets will be dispatched or if the Contractor must self-perform safety measures under the Phase 4 contingency item.**

C. **Resource Unavailability & Contractor Contingency Mandate** The Contractor explicitly acknowledges that Albany Utilities and Public Works personnel must prioritize critical emergency infrastructure repairs, storm responses, and daily grid stability maintenance over project-level deployment support.

- **Self-Performance Requirement:** In the event that City field personnel or safety equipment are formally determined to be unavailable **following the City's 24-hour daily clearance review** (detailed in Section B), the Contractor shall remain strictly responsible for self-performing all necessary traffic control operations.
- **Contractor Fleet & Staffing Standards:** When City resources are unavailable, the Contractor must immediately supply their own qualified personnel, vehicle-mounted arrow boards, physical barricades, regulatory cones, and certified flaggers necessary to isolate active bucket trucks and work zones safely. **All costs associated with mobilizing and maintaining this safety footprint must be fully encapsulated within the contingency daily traffic control rate, and no secondary equipment fees or staging surcharges will be permitted.**
- **Traffic Control Unit Billing:** Bidders shall not embed traffic control, flagging, or right-of-way safety overhead into their primary phase unit prices. Instead, a dedicated unit price line item is established under Phase 4 of the Bid Form. The Contractor shall provide a firm, all-inclusive daily rate for traffic control services. This daily unit rate will be paid strictly on an as-needed, per-day basis, and shall only be authorized and billed for calendar days where the Contractor must self-perform right-of-way isolation due to the documented unavailability of City infrastructure resources. The final contract value will be adjusted progressively based on the verified number of operational days logged via daily GIS timestamp entries.

26. **Removal of Trash, Rubbish and Material Disposal:** The Contractor shall be solely responsible for the safe physical removal, transport, handling, and lawful disposal of all waste, trash, debris, and rubbish resulting from the work executed under this contract.
    - **Definition of Project Waste:** The terms "waste" and "rubbish" as used herein shall explicitly include all decommissioned hardware, including the 3,799 inactive lighting units and 2,873 extracted High-Pressure Sodium (HPS) light fixtures, lamps, ballasts, and internal wiring.

- **Hazardous and Universal Waste Compliance:** The Contractor acknowledges that existing HPS lamps and ballasts may contain mercury, heavy metals, or components regulated under environmental protection laws. The Contractor shall ensure all such components are handled, transported, and recycled or disposed of at a licensed, EPA-approved facility in strict accordance with federal, state, and local regulations. The Contractor must submit certified disposal or recycling manifests to the City Project Manager prior to the approval of final project payment.
- **Daily Site Restorations:** Because field operations take place progressively across citywide public rights-of-way, the "work site" refers to any public property occupied by the Contractor's crews on any given day. All active work zones must be kept clean, safe, and orderly. All packaging, crate materials, and removed fixtures must be completely cleared from the public right-of-way or adequately containerized and removed from the site daily. No project waste or old infrastructure shall be left overnight on city streets, sidewalks, or lawns.

27. **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.

28. **Termination of Contract for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

29. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that they are, at the time of bidding, and shall remain throughout the active period of this contract, duly licensed by the State of Georgia as **a Class II (Unrestricted) Electrical Contractor** in strict accordance with **O.C.G.A. § 43-14-8**.
    - **Class of Work:** The bidder certifies that they are skilled, properly equipped, and regularly engaged in commercial electrical utility installations, aerial line operations, and large-scale municipal lighting deployments.
    - **Competency & Field Awareness:** The bidder represents that they are competent, knowledgeable, and possess specialized expertise regarding the physical scale, geographic extent, and inherent field conditions of a citywide utility footprint.
    - **Hazard & Safety Acknowledgement:** The bidder acknowledges that executing an extensive street-level lighting upgrade requires high-risk field maneuvers, including the deployment of heavy aerial lift bucket trucks, working in high-density traffic right-of-ways,

and handling active electrical systems. The bidder expressly certifies that they possess the safety training, corporate field experience, and equipment necessary to foresee operational hazards, enforce proper OSHA aerial lift standards, and adopt strict protective measures to safely execute the work without endangering crew members or public property.

- **Mandatory License Copy Submission:** To validate the certifications made herein, the bidder must attach a clear, legible, and valid photocopy of their current State of Georgia Class II (Unrestricted) Electrical Contractor License directly to the official Bid Form at the time of submission. Failure to physically include a copy of the active license matching the bidder's official corporate name shall render the entire proposal materially non-responsive and subject to immediate rejection during the initial bid opening process.

30. **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.

31. **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.

32. **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.**

33. **Contractor's Warrant & Workmanship Guarantee:** The Contractor shall fully guarantee all specified work performed under this contract for a period of one (1) year from the date of final written acceptance by the Owner's designated representative.
    - **Workmanship & Labor Coverage:** The Contractor guarantees that all labor, wiring connections, installation methods, physical mounting, and workmanship provided under this contract shall be free from defects of any kind. At no expense to the City of Albany, the Contractor shall promptly repair or reinstall any fixture found to have failed due to improper installation or faulty contractor workmanship during the warranty period.
    - **Exclusion of City-Furnished Material Defects:** Because all replacement LED fixtures and associated deployment materials are furnished strictly by the City of Albany, the Contractor shall not be held liable for internal manufacturing defects inherent to the City-provided hardware. However, if a City-furnished fixture fails due to an installation error, poor terminal wiring, or handling damage caused by the Contractor's crews, the remediation labor remains the sole responsibility of the Contractor.
    - **Warranty Response Timeline:** Upon written or electronic notification from the City Project Manager regarding a warranty field failure, the Contractor must mobilize and complete the necessary corrective repairs within seventy-two (72) hours, weather permitting.
    - **Non-Waiver:** Final inspection, final acceptance, and final payment shall not be construed as a waiver of this workmanship warranty.
    - **Standard Exclusions:** The following are explicitly excluded from this contractor workmanship warranty:

a. Defects, failures, or physical damage resulting from field abuse or unauthorized modifications by the Owner or third parties.
b. Physical destruction caused by fire, tornadoes, hail, hurricanes, Acts of God, wars, riots, civil commotion, or criminal vandalism.

34. **Project Tracking, Progressive Inspections, and GIS Documentation:** For absolute asset accountability, engineering integrity, and data synchronization, Albany Utilities will utilize its existing Geographic Information System (GIS) as the primary management and verification infrastructure throughout the project lifespan.
    - Mandatory Daily Data Submissions: The Contractor is strictly required to provide comprehensive daily electronic production reports identifying all field actions executed by their crews. Every individual entry in the daily transmission data log must be fully completed and strictly include:
        - The unique **Asset Identification Number** matching the City's master infrastructure grid.
        - The precise **Mapped GPS Coordinates** (Latitude and Longitude) captured and verified at the immediate physical point of execution.
        - A detailed description of the exact **Work Performed** (e.g., specific HPS wattage retrofit class, physical inactive removal, or existing active LED fixture inspection).
        - The final operational **Completion Status** of the asset.
    - **GIS Progress Payment Verification Baseline:** The City's GIS database shall serve as the official master system for monitoring project progress, verifying completed field actions, and identifying outstanding items. **No progressive monthly progress payments or period estimates will be authorized, processed, or approved until all corresponding field data has been fully uploaded, audited, and verified through the municipal GIS database.** Billed quantities on any invoice must match the verified digital tracking data logs identically.
    - **Deficiency Tracking & Corrective Action Protocol:** Albany Utilities will utilize the tracking software to document field deficiencies progressively. If a municipal quality audit logs a workmanship error (e.g., loose hardware, faulty terminal wiring, or corrupted data markers), a digital deficiency ticket will be issued directly to the Contractor. The Contractor shall have forty-eight (48) hours from digital transmission to execute corrective work. Corrective actions must be re-logged with an updated GPS timestamp and verified through the GIS database prior to final project acceptance or closeout sign-off.

35. **Bid Submittals (All items listed below must be submitted with bid):**
    **a. Bid Form (attached)**
    **b. Bid Bond**
    **c. DBE Subcontractor Participation Form (attached)**
    **d. Addendum Acknowledgement Form (attached)**
    **e. Proof of Licensure: A valid, current photocopy of the bidder's official State of Georgia Class II (Unrestricted) Electrical Contractor License attached to the bid form**

**The following items should be submitted with bid:**
**a. Indemnity Agreement**
**b. Governing Law and Venue Form**
**c. Certificate of Non-Collusion Form**
**d. Drug Free Workplace**
**e. Debarred Bidders Integrity Form**
**f. Corporate Seal**
**g. Secretary of State's Certificate of Incorporation**

**h. Listing of the principals of Corporation**
**i. Affidavit to Comply with OCGA § 13-10-91**
**j. Detailed Quote**

36. 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 **November 4, 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**
**CITY OF ALBANY**
**Security Light Upgrades**
**Bid Reference No. 27-027**

## 1.1 Project Overview

The **City of Albany, Georgia**, is soliciting competitive, sealed bids from qualified contracting firms to execute comprehensive **Light Emitting Diode (LED) lighting upgrades**. The project requires retrofitting operational fixtures, removing inactive units, and conducting field performance audits across approximately **7,527 active security lights citywide**, balancing a comprehensive grid footprint of **12,346 total tracked asset actions**.

## 1.2 Material & Logistics Ownership

- **City-Furnished Materials:** The City of Albany will supply all replacement LED fixtures and associated deployment materials.
- **Contractor Responsibilities:** The selected contractor must provide all necessary labor, tools, vehicles, specialized bucket trucks, safety equipment, traffic control devices, and disposal/recycling services required to execute the complete scope of work.

## 1.3 Detailed Operational Scope

The overall project consists of **12,346 total verified field actions** progressively tracked via the municipal GIS system database framework:

### A. LED Retrofits (City-Provided Fixtures)

The contractor shall safely extract existing active non-LED light fixtures and install City-provided LED replacements. The structural breakdown consists of **2,552 total conversion units**:

- **150W HPS Retrofit:** 1,390 units
- **150/175W HPS Post Top Lantern (PTL) Retrofit:** 150 units
- **250W HPS Retrofit:** 460 units
- **400W HPS Retrofit:** 523 units
- **1000W Non-LED Conversion (Specialty Fixtures):** 29 units

### B. Lighting Decommissioning

- **Inactive Fixture Removal:** The contractor is responsible for the safe physical removal, transport, handling, and lawful universal waste disposal/recycling of **4,819 inactive lighting units** citywide. Bidders must provide verified disposal or recycling manifests to the City prior to final invoice release.

### C. LED Field Audit

- **Field Inspections & Grid Auditing:** The contractor shall conduct a comprehensive physical field inspection, diagnostic performance audit, and structural stability check of **4,975 existing active LED fixtures** currently in service across the municipal footprint.

## 1.4 Project Schedule & Constraints

- **Work Window:** All field operations must be executed during standard City operational hours: **Monday through Friday, 7:30 AM to 7:00 PM**.
- **Exclusions:** No field work or traffic disruptions shall be permitted on official, City-recognized holidays.
- **Construction Closeout Window:** All physical field installations, decommissioning sweeps, and audit log field collections must be 100% finished **on or before May 20, 2027**.
- **Completion Deadline:** The entire contract scope, including data uploading, deficiency rectifications, and final data verification within the utility database, must be fully completed and accepted **on or before May 30, 2027**.

## 1.5 Project Management & Daily Deliverables

- **Oversight:** This project is managed by the Albany Utilities Department under the direct supervision of **Mary McCall**. Daily field production, data validation, and quality metrics will be audited and logged directly by a City Project Manager or their designee.
- **Daily Digital Reporting:** The contractor must submit an automated daily electronic production report detailing all completed field activities. Every line item asset log entry **must strictly include the unique infrastructure asset identification number, precise mapped GPS coordinates, work performed, and completion status** recorded directly at the immediate physical point of execution to verify progress billing.

** COMPLETE AND SUBMIT **

**BID FORM**
**CITY OF ALBANY**
**Security Light Upgrades**
**Bid Reference No. 27-027**

Bid of: _____ Date:_____
*(Company Name)*

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

**MANDATORY BID SUBMITTAL**

Bidders must provide a firm, all-inclusive Unit Price (comprising all labor, tools, vehicles, specialized bucket trucks, safety systems, disposal, and administration) for every line item listed below. Quantities listed are the City's official estimates used for evaluation purposes. Final payment will be adjusted progressively based on actual completed quantities verified and recorded through the municipal GIS tracking database.

## PHASE 1: LED FIXTURE RETROFITS (City-Furnished Materials)

*Contractor shall remove active non-LED fixtures and install City-provided LED replacements.*

| Item # | Description of Work | Estimated Quantity | Unit of Measure | Unit Price | Total Item Price |
|---|---|---|---|---|---|
| **1.1** | 150W HPS to LED Retrofit | 1,390 | Each | $ _____ | $ _____ |
| **1.2** | 150/175W HPS Post Top Lantern (PTL) Retrofit | 150 | Each | $ _____ | $ _____ |
| **1.3** | 250W HPS to LED Retrofit | 460 | Each | $ _____ | $ _____ |
| **1.4** | 400W HPS to LED Retrofit | 523 | Each | $ _____ | $ _____ |
| **1.5** | 1000W Non-LED Conversion (Specialty Fixtures) | 29 | Each | $ _____ | $ _____ |
| **P1** | **PHASE 1 SUB-TOTAL (Items 1.1 through 1.5):** | **2,552** | | **Total →** | **$ _____** |

## PHASE 2: LIGHTING DECOMMISSIONING & UNIVERSAL WASTE DISPOSAL

*Contractor shall execute safe physical removal, transport, and lawful disposal/recycling of components.*

| Item # | Description of Work | Estimated Quantity | Unit of Measure | Unit Price | Total Item Price |
|---|---|---|---|---|---|
| **2.1** | Inactive Security Light Removal & Lawful Disposal | 4,819 | Each | $ _____ | $ _____ |
| **P2** | **PHASE 2 SUB-TOTAL (Item 2.1):** | **4,819** | | **Total →** | **$ _____** |

## PHASE 3: LED FIELD AUDIT & INSTALLED ASSET INSPECTION

*Contractor shall execute physical performance audits and structural stability field inspections.*

| Item # | Description of Work | Estimated Quantity | Unit of Measure | Unit Price | Total Item Price |
|---|---|---|---|---|---|
| **3.1** | Active Existing LED Security Light Field Inspection | 4,975 | Each | $ _____ | $ _____ |
| **P3** | **PHASE 3 SUB-TOTAL (Item 3.1):** | **4,975** | | **Total →** | **$ _____** |

## PHASE 4: CONTRACTOR CONTRACT CONTINGENCY TRAFFIC CONTROL

*This item will be utilized and billed progressively **ONLY** on operational days where the City of Albany is unable to provide traffic control infrastructure support due to emergency constraints or capacity limitations.*

| Item # | Description of Work | Budgetary Allowance | Unit of Measure | Daily Unit Rate | Total Item Price |
|---|---|---|---|---|---|
| **4.1** | Contractor Self-Performed Traffic Control & Lane Management (Includes certified flaggers, signs, vehicle arrow boards, and cones) | **45** | Days | $ _____ | $ _____ |
| **P4** | **PHASE 4 SUB-TOTAL (Item 4.1):** | | | **Total →** | **$ _____** |

**Note: The 45-day quantity listed is an administrative budget allowance for evaluation purposes. The City coordinates to handle a majority of right-of-way actions internally, and final compensation will be heavily adjusted based on actual verified days of Contractor field deployment.*

# BID SUMMARY & TOTAL BASE BID

| Section Reference | Section Description | Sub-Total Price |
|---|---|---|
| **Phase 1 Sub-Total** | LED Fixture Retrofits & 1000W Specialty Fixtures | $ _____ |
| **Phase 2 Sub-Total** | Lighting Decommissioning & Universal Waste Disposal | $ _____ |
| **Phase 3 Sub-Total** | Active LED Grid Asset Audit & Stability Logs | $ _____ |
| **Phase 4 Sub-Total** | Contingency Daily Traffic Control Allowance | $ _____ |
| **TOTAL BASE BID** | **Basis of Contract Award (Sum of Phases 1, 2, 3, and 4):** | **$ _____** |

*(continuation of bid form)*
**TOTAL BASE BID AMOUNT (Written in Words and Figures):**

_____ Dollars

## Bidder Certification & Execution:

Work shall begin at a mutually agreed date via Notice to Proceed and complete per contract time. This bid complies with Instructions to Bidders and all Addenda (hereinafter listed and acknowledged as received), which are hereby made a part hereof and which shall govern in all matters of the work hereby proposed.

The undersigned bidder agrees to execute the complete scope of work in strict accordance with the timeline, liquidated damages, and bonding requirements set forth in the ITB documents. By signing below, the bidder acknowledges that the City of Albany reserves the right to reject mathematically or materially unbalanced bids, or alter, increase, or decrease the estimated quantities of any item of work at the established contract unit price as deemed in the best interest of the City.

**CERTIFICATION:** The undersigned, being duly sworn, affirms they are an authorized representative of the firm, and that all statements and prices provided herein are true, correct, and complete so as not to be misleading.

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

**COMPLETE AND SUBMIT**

**Bid Reference No. 27-027**

## 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**..... $_____

## MANDATORY BID SUBMITTAL DISCLOSURE

**IMPORTANT NOTICE TO ALL BIDDERS: Even if the Disadvantaged Business Enterprise (DBE) subcontractor participation for this proposal is zero percent (0%), this form must be fully executed and included in the sealed bid packet. Failure to submit this form at the time of the public bid opening will automatically cause the vendor to be deemed non-responsive and disqualify the entire proposal from award consideration.**

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract. By executing below, the undersigned Contractor certifies that they will enter into a formal, binding agreement with the certified MBE/WBE/DBE Subcontractors identified herein for the specific classes of work listed in this schedule, heavily conditioned upon the successful execution of a prime contract with the City of Albany, Georgia.

Authorized Prime Contractor Representative Name (Print): _____

Authorized Representative Official Title: _____

Legal Company Name: _____

AUTHORIZED REPRESENATIVE SIGNATURE: _____

DATE OF EXECUTION: _____

** COMPLETE AND SUBMIT **

**CITY OF ALBANY**
**BID REFERENCE NO. 27-027**
**ADDENDUM ACKNOWLEDGEMENT FORM**

# MANDATORY BID SUBMITTAL

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 | ☐ | Addendum No. 3 | ☐ |
| Addendum No. 2 | ☐ | Addendum No. 4 | ☐ |

☐ No Addenda received for Bid Reference NO.27-027

**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 CITY OF ALBANY ("ALBANY"), a municipal corporation, by [CORPORATE NAME].

WHEREAS, [CORPORATE NAME] has submitted a bid to ALBANY so as to provide [Security Light Upgrades per Bid Ref. #27-027].

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

[CORPORATE NAME] 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.

[CORPORATE NAME] 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.: | Bid Reference No. 27-027 |
| Solicitation /Contract Name: | Security Light Upgrades |

## CONTRACTOR AFFIDAVIT

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

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

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

_____ _____

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

_____

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)

_____ Seal

(Title)

_____ _____

(Surety) (Witness)

_____ Seal

(Title)

**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) In The Presence of:
Principal

_____ _____
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) In the Presence Of:
Principal

_____ _____
Title Witness

_____(Seal)
Surety

_____ _____
Title Witness

**CONTRACT**
**Security Light Upgrades**
**Bid Reference No. 27-027**

THIS AGREEMENT, made as of the _____ day of_____20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____ _____, (Party of the Second Part, hereinafter called the Contractor).

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

The Owner shall pay, and the Contractor shall receive the **UNIT PRICE TOTAL** stipulated in the Bid for the **Security Light Upgrades Bid Ref. #27-027** as full compensation for everything furnished and done by the Contractor under this Contract. The full contract sum based on verified field quantities 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.

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

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

The Contract terminates immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy City's obligation under the contract.

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

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

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

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

_____
(Title)

_____
(Contractor)

(SEAL)

By: _____

_____
(Title)

_____
(Witness)

_____
(Witness)