October 20, 2026

TO: **All Potential Bidders**

SUBJECT: **Albany Pipe Rehabilitation Phase I**

Bid Ref. **#27-030**

Bid Opening Date & Time: **November 11, 2026 @ 2:30 PM**

ADDENDUM NO. 1

The following changes, additions, deletions, clarifications, interpretations, and/or supplemental information are hereby issued as part of the Project Manual and/or Drawings for the above-referenced project.

This Addendum, including all revisions, responses to questions, clarifications, supplemental instructions, and/or attachments, shall become an integral and binding part of the Contract Documents. All requirements, directives, and interpretations contained herein shall be incorporated into the Contract and shall be adhered to by the Contractor, whether specifically identified as a revision to the Project Manual or Drawings or otherwise provided within this Addendum.

All revised, modified, or newly issued Project Manual specifications, forms, documents, sections, pages, and/or Drawings included in this Addendum shall supersede and take precedence over any conflicting information contained in the original Project Manual and Drawings. In the event of a conflict, the requirements of this Addendum shall govern. **In the event of a conflict between Addenda, the most recently issued Addendum shall take precedence.** Except as specifically modified or clarified herein, all other requirements, terms, and conditions shall remain unchanged and in full effect.

Bidders shall account for all changes, clarifications, and requirements contained in this Addendum when preparing their Bids, including any associated impacts to construction methods, materials, quantities, costs, and schedules. Only written interpretations, clarifications, or modifications formally issued by Addendum shall be considered binding during the bidding process.

All Bidders **MUST acknowledge receipt of this Addendum** in the space provided on the Bid Form. Failure to acknowledge receipt may result in disqualification of the Bid.

PROJECT MANUAL

ITEM 1 The **Invitation to Bid** of the Project Manual is hereby **DELETED** in its entirety and **REPLACED** with the attached revised Invitation to Bid.

ITEM 2 Specification **Section 01 11 00 – Summary of Work** of the Project Manual is hereby **DELETED** in its entirety and **REPLACED** with the attached revised Section 01 11 00 – Summary of Work.

ITEM 3 Specification **Section 01 20 00 – Measurement and Payment** of the Project Manual is hereby **DELETED** in its entirety and **REPLACED** with the attached revised Section 01 20 00

– Measurement and Payment.

ITEM 4 Specification **Section 33 01 30.41 – Cleaning of Sewers** of the Project Manual is hereby **DELETED** in its entirety and **REPLACED** with the attached revised Section 33 01 30.41 – Cleaning of Sewers.

DRAWINGS

ITEM 5 **DELETE** Drawing **Sheets C-1.01, C-1.02, and C-2.02**. in their entirety and **REPLACE** with the attached revised Drawing Sheets C-1.01, C-1.02, and C-2.02.

CLARIFICATIONS

ITEM 6 **Final Completion Timeframe Clarification**

Bidders are hereby advised that **Final Completion**—including completion of all punch-list items and submission of the required closeout documents—**must be achieved within 210 calendar days** after the NTP.

ITEM 7 **Retainage Clarification**

Bidders are advised that the **Owner will retain 10% of each progress payment** as retainage. The retainage will be released with the final payment upon achievement of Final Completion, subject to the terms and conditions of the Contract. The final payment will include the retained amount and any outstanding balance for completed Work.

QUESTIONS & RESPONSES

ITEM 8 Can the Owner please confirm whether there are any DBE requirements or Good Faith Effort (GFE) requirements associated with this project?

If so, please advise what documentation, if any, is required to be submitted at the time of bid and/or following bid award. Additionally, please confirm whether any DBE forms or utilization documents must be included with the bid package.

There are NO DBE requirements or goals for this project, therefore, the submission of any good faith efforts is not required.

The "Schedule of DBE Participation" form, within the Invitation to Bid, IS REQUIRED to be fully executed and submitted with bid packet, even if participation is 0%.

ITEM 9 Will the City of Albany accept Ultraviolet (UV) light-cured glass-reinforced plastic (GRP/fiberglass) CIPP liners as an approved material and installation methodology under this contract, alongside traditional thermal (steam or hot water) felt curing methods?

After reviewing the submitted material, it has been determined that this product does not meet the requirements of this project.

ITEM 10 Would Thermoform be an acceptable alternative liner in lieu of the CIPP for this project?

After reviewing the submitted material, it has been determined that this product does not meet the requirements of this project.

ITEM 11 The specifications require reinstatement of active service laterals and indicate inactive laterals are not to be reopened. Please provide available records identifying active and inactive service connections within the project limits or confirm that determination will be made solely from CCTV observations and dye testing.

No records documenting service connections or their activity status are currently

available. The contractor is required to observe all connections, conduct dye testing as needed, and submit a Lateral Reinstatement Plan with supporting documentation.

The submission package shall include:
CCTV inspection videos
Dye testing results and documentation
The Lateral Reinstatement Plan
Any additional relevant materials

The Owner or their representative will review all submitted materials and either approve the plan or return it with comments requiring revisions and resubmittal.

ITEM 12 The bid schedule includes 472 SF of larger manhole rehabilitation with polyurethane liner. Please provide a schedule identifying each manhole designated for rehabilitation, including diameter, depth, and estimated rehabilitation surface area for quantity verification.

This is a Unit Price Bid. The quantities listed are estimates only and are provided for comparison purposes. Actual payment quantities will be determined based on field measurements in accordance with Section 01 20 00 of the specifications.

Manholes scheduled for rehabilitation and their associated data are shown on Drawings sheets C-1.00, C-1.01, and C-1.02. The Bid Form quantity for Manhole Rehabilitation has been revised to more closely reflect expected project totals. The revised Invitation to Bid is included with this Addendum.

ITEM 13 Please provide estimated average dry-weather flow and peak flow rates for the sanitary sewer segments requiring rehabilitation so bidders can properly size temporary bypass pumping systems.

The City has provided daily average flow data to assist contractors in determining bypass pumping requirements for Phase 1: 170 gpm. Peak flow rate data is not available.

While the City has made every effort to ensure data accuracy, the awarded Contractor remains solely responsible for designing and providing adequate bypass pumping capacity to maintain all required flows during construction.

ITEM 14 The bid schedule contains one (1) point repair allowance. Please clarify whether additional point repairs discovered during cleaning/CCTV will be handled by change order and identify the basis of payment for lengths exceeding 12 linear feet.

This is a Unit Price Bid. The quantities listed are estimates only and are provided for comparison purposes. Actual payment quantities will be determined based on the count of point repairs actually installed in accordance with Section 01 20 00 of the specifications.

Point repairs exceeding 12 linear feet will be paid in increments of 12 linear feet or fraction thereof as units of Division 1, Item 9 — Point Repair Mainline at the unit price shown on the Bid Form, in accordance with Section 33 01 30.60, Article 1.2.A.
Payment Increments:
0–12 LF = 1 unit
12.01–24 LF = 2 units

24.01–36 LF = 3 units (and so on)
Examples: 18 LF repair = 2 units; 25 LF repair = 3 units.

Specification Section 01 20 00 has been revised and is included in this Addendum to add the method of measurement and payment for Division 1, Item 9 — Point Repair Mainline.

ITEM 15 Please clarify whether lane closures on Schley Avenue will be restricted to specific hours and whether any permits or police details will be required by the City of Albany.

The City does not have a street-closure permit for City projects. The Contractor must submit a Traffic Control Plan (TCP) for review and approval by the City Traffic Engineering Department before beginning work. TCPs shall follow MUTCD guidelines; therefore, police details are not required but are an optional, recommended enhancement. The Contractor shall provide at least one (1) week's notice prior to commencing work so the City can notify the public and emergency services.

Lane closures are not restricted to specific working hours. However, the Contractor shall comply with the working-hour requirements set forth in the Contract Documents.

ITEM 16 The specifications require delivery of CCTV inspections in electronic format and compliance with current NASSCO PACP standards. Please confirm the required software format (WinCan, GraniteNet, etc.) and any specific naming convention preferred by the Owner.

Per Section 33 01 30.11, all work shall conform to the latest edition of the NASSCO PACP standards. Inspection data must be exportable in a PACP-certified electronic format. The Contractor shall submit documentation demonstrating the certification of PACP software being used. The awarded Contractor shall provide a sample of inspection CCTV data and video for approval by the owner Prior to beginning work.

ITEM 17 The specifications indicate some assets may be located within public easements on private property. Please identify any locations requiring access through private property and confirm whether temporary access agreements have already been obtained by the Owner.

Per Section 33 01 30.11, if assets related to this project are located within public easements on private property, the awarded Contractor is responsible for coordinating and obtaining access to those assets and for any restoration necessary as a result of their work. The Contractor must obtain written permission from the property owner(s) and furnish a copy of the permission to the Owner prior to accessing the site.

ITEM 18 Please clarify whether the Contract Price includes only normal preparatory cleaning for CIPP installation. If excessive debris, heavy grease, roots, tuberculation, concrete intrusion, or other unforeseen obstructions require extraordinary cleaning efforts beyond normal industry standards, please confirm such work will be compensated as additional work.

A Heavy Cleaning pay item has been added to provide payment for excess cleaning, contingent upon prior written Owner approval and satisfactory completion of the requirements of the standard Cleaning pay item. The revised Invitation to Bid and Section 01 20 00 (Measurement and Payment) are included with this Addendum.

Note: For any given segment, payment will be made for EITHER the standard Cleaning OR the Heavy Cleaning pay item — not both.

ITEM 19 Please confirm that payment for manhole rehabilitation will be based on actual field-verified quantities installed. If field conditions require rehabilitation areas exceeding the estimated bid quantities, please confirm the basis for additional payment.

This is a Unit Price Bid. The quantities listed are estimates only and are provided for comparison purposes. Actual payment quantities will be determined based on field measurements in accordance with Section 01 20 00 of the specifications.

The Bid Form quantity for Manhole Rehabilitation has been revised to more closely reflect expected project totals. The revised Invitation to Bid is included with this Addendum.

ITEM 20 Do you have any videos and/or CCTV logs available for review and if so, could we please receive a link to those?

No records are currently available.

ITEM 21 Do you have any flow data available?

The City has provided daily average flow data to assist contractors in determining bypass pumping requirements for Phase 1: 170 gpm. Peak flow rate data is not available.

While the City has made every effort to ensure data accuracy, the awarded Contractor remains solely responsible for designing and providing adequate bypass pumping capacity to maintain all required flows during construction.

ITEM 22 Would you please consider revising the Bypass Pumping bid item 8 to 1 LS in lieu of 168 HRS? If not, could you please confirm how this hourly rate will be paid? The measurement and payment section currently reads this will be paid during a single 8-hour workday. This scope will require longer than 8-hour work days. If bypass is needed longer than 8 hours, will it simply be paid the additional hours as needed?

The Bypass Pumping pay item has been revised to a lump-sum item and a payment schedule has been provided in Section 01 20 00. The Invitation to Bid and Section 01 20 00 (Measurement and Payment) have been updated accordingly and are included in this Addendum.

ITEM 23 The downstream end of the project where the 30" enters the lift station includes a "flapper" or some sort of concrete restriction at the end of the pipe. Will the Owner assist with temporary removal of this end piece to allow for CIPP installation?

The Contractor shall remove and properly dispose of the existing concrete diversion structure and shall remove all debris resulting from the removal from the wet well. The Contractor shall NOT be responsible for replacing the diversion structure.

ITEM 24 Drawing sheet C-2.02 shows segments 1-12 through 1-15 as 30" diameter in the plan view but shows 24" diameter in the rehab table. Could you please clarify the correct diameter of these segments?

See revised drawing Sheet C-2.02 included in this addendum.

ITEM 25 Spec section 33 01 30.72 paragraph 2.8.A includes language for CIPP laterals. Could you please confirm there are no CIPP laterals on this project?

No CIPP service lateral work is scheduled for this project. Standard specification articles related to CIPP laterals shall be disregarded except as provided below.

Per Section 33 01 30.72, Article 3.4.C, if the Contractor overcuts or otherwise damages a lateral connection during service lateral reinstatement, the Contractor shall be responsible for complying with the applicable CIPP lateral requirements and for all corrective work and costs required by those articles.

ITEM 26 Currently, Division 2 Manhole Rehab includes an item for polyurethane liner. However, there are no specs or products for polyurethane. Manhole Rehab spec section 33 01 30.81 includes products and specs for cementitious and epoxy products. Could you please confirm what products are allowed for this scope (cementitious, epoxy, polyurethane, polyurea, etc.) and provide a spec for such?

a. Will the invert be required to be rehabbed as well?

All references to 'polyurethane' have been replaced with 'epoxy' where used in connection with manhole rehabilitation. See revised Invitation to Bid and Section 01 11 00 included with this Addendum.

The scope of this project includes epoxy manhole lining systems only; no cementitious lining systems are scheduled. Standard specification articles regarding cementitious lining systems shall be disregarded except where cementitious materials are required solely to prepare or repair the substrate to receive the epoxy lining system. Any cementitious repair or substrate-preparation material must be compatible with the provided epoxy system.

Per Section 01 20 00, Article 1.3.A.1, manhole rehabilitation shall include the bench and invert. The Contractor shall repair or rebuild benches and inverts as necessary to ensure proper drainage off the bench and through the manhole, in accordance with Section 33 01 30.81.

ITEM 27 Division 3 includes a bid item for Traffic Control. Will this be paid for each setup, or only be paid for work on Palmyra Rd and the rest of the traffic control on other roadways (Schley Ave) will be incidental?

Traffic control for roadways of two (2) lanes or less shall be subsidiary and included in the unit price of each bid item.

Division 3, Bid Item 2 shall be utilized for work on Palmyra Road, and the quantity includes three (3) setups: one each for segments 1-11, 1-12, and 1-13. Payment shall be made accordingly.

ITEM 28 Division 1 Item 9 includes a Point Repair Mainline item. However, there is no measurement and payment for this. How will this be paid? Due to the unknown location, depth, bypass necessary due to location and depth, length, etc., would you please consider revising this item to an Allowance to create more competitive bids and ultimately save costs to the Owner?

See revised Section 01 20 00 included with this addendum.

Phases 2–5 of this rehabilitation project have been completed with no point repairs required. Based on this history, the City anticipates minimal to no point repair work will be needed for this phase. However, point repairs may be necessary depending on actual field conditions discovered during CCTV inspection.

Bidders shall review the manhole data and other information provided in the

Contract Documents, apply the necessary, reasonable assumptions, and price the point repair bid item accordingly. Payment will be based on actual quantities installed and accepted per Section 01 20 00.

ITEM 29 What is the engineer's estimate and/or budget for this project?

The City has budgeted $2.0M in annual rehabilitation for projects such as this.

ITEM 30 Can you please provide some clarification on the required materials for Manhole Rehabilitation bid item? Bid Item 1 under Division 2 specifically lists Polyurethan Liner, but Spec Section 33 01 30.81includes several cementitious and epoxy materials. Please clarify the required thickness and materials are required under this bid item.

All references to 'polyurethane' have been replaced with 'epoxy' where used in connection with manhole rehabilitation. See revised Invitation to Bid and Section 01 11 00 included with this Addendum.

The scope of this project includes epoxy manhole lining systems only; no cementitious lining systems are scheduled. Standard specification articles regarding cementitious lining systems shall be disregarded except where cementitious materials are required solely to prepare or repair the substrate to receive the epoxy lining system. Any cementitious repair or substrate-preparation material must be compatible with the provided epoxy system.

Epoxy liners shall meet the minimum characteristics referenced in Section 33 01 30.81, Article 2.1.H.3.d. The required average minimum finished thickness shall be the greater of: 125 mils per Section 33 01 30.81, Article 3.5.C.2; or the epoxy manufacturer's recommended average minimum finished thickness per Section 33 01 30.81, Article 2.1.H.3.b.

ITEM 31 Also, I may be confused on the unit pricing shown on the bid form. With the 15 manholes shown on the plans for rehab, I get approximately 196 VF of 60" diameter manholes for rehab. That adds up to substantially more square footage than the 472 SF shown on the bid form. Is the full interior of each manhole to be lined?

This is a Unit Price Bid. The quantities listed are estimates only and are provided for comparison purposes. Actual payment quantities will be determined based on field measurements in accordance with Section 01 20 00 of the specifications.

The Bid Form quantity for Manhole Rehabilitation has been revised to more closely reflect expected project totals. The revised Invitation to Bid is included with this Addendum.

ITEM 32 Will the contractor be responsible for bypass pumping?

The Contractor shall be responsible for designing, installing, operating, maintaining, and removing all bypass pumping systems required to perform the Work in accordance with the Contract Documents.

ITEM 33 Will the Owner please confirm whether the City or the Contractor will perform any identified point repairs after TV inspection?

The Contractor shall be responsible for performing any point repairs. Payment will be made per unit for Division 1, Item 9 — Point Repair (Mainline) at the unit price shown on the Bid Form. Payment will be based on the actual number of point repairs installed and accepted, measured and paid in accordance with Section 01 20 00 (Measurement and Payment).

ITEM 34 Will the Owner please confirm all laterals that tie into the mainline proposed for

repair/rehab, including any lines that discharge into the associated manholes?

No records documenting service connections to mainlines are currently available. All known connections to manholes are shown on the Drawings; however, undocumented connections may exist.

ITEM 35 Will the Owner please confirm any force mains that discharge into the pipe segments proposed for repair/rehab?

No force mains discharge directly into any pipe segments or manholes within the project limits.

ITEM 36 Will the Owner please change the bid unit for bypass pumping from $/HR to $/LS?

The Bypass Pumping pay item has been revised to a lump-sum item and a payment schedule has been provided in Section 01 20 00. The Invitation to Bid and Section 01 20 00 (Measurement and Payment) have been updated accordingly and are included in this Addendum.

ITEM 37 The Owner mentioned a 60-day period for award after the bid date. Should bidders assume an NTP around January 2027 for this project?

Per the Special Instructions, bids may not be withdrawn for 60 days after the bid opening. The Standard General Conditions provide that the Contract Times shall commence no later than the earlier of the 60th day after the bid opening or the 30th day after the Effective Date of the Contract.

Accordingly, the City anticipates issuing the Notice of Award, executing the Contract, and issuing the Notice to Proceed within the applicable 60-day period.

ITEM 38 Does the Owner have any TV reports or inspection videos of the pipe segments scheduled for repair/rehab that can be issued to bidders for review during the bid phase?

No records are currently available.

ITEM 39 Both LMK end seals and Hydrotite seals are described in the CIPP spec. Will the Engineer please confirm when/if either product should be priced? There is a significant cost difference between the two.

Hydrotite seals are specified in Section 03 30 00, Cast-in-Place Concrete, and apply to work associated with cast-in-place concrete.

LMK seals are specified in Section 33 01 30.72, Cured-in-Place Pipe, and apply to work associated with CIPP.

ITEM 40 How will the Contractor be compensated for heavy cleaning to obtain the 98% capacity referenced in the pre-bid meeting? Without TV inspection video for bid-phase review, will the Owner please add a line item for heavy cleaning? Otherwise, bidders have to assume quantity and cost, putting the Owner at risk.

A Heavy Cleaning pay item has been added to provide payment for excess cleaning, contingent upon prior written Owner approval and satisfactory completion of the requirements of the standard Cleaning pay item. The revised Invitation to Bid and Section 01 20 00 (Measurement and Payment) are included with this Addendum.

Note: For any given segment, payment will be made for either the standard Cleaning or the Heavy Cleaning pay item — not both.

ATTACHMENTS

The following documents are attached hereto and are hereby made part of the Contract Documents and Specifications:

- Pre-Bid Conference Attendance Sign-In Sheet
- Invitation to Bid
- Section 01 11 00 – Summary of Work
- Section 01 20 00 – Measurement and Payment
- Drawing Sheet C-1.01
- Drawing Sheet C-1.02
- Drawing Sheet C-2.02

END OF ADDENDUM NO. 1

Ricky Gladney

Ricky Gladney, Buyer

CC:David Apperson, Interim Water Systems Superintendent
Kurt Anthony, Deputy Director Utility Operations
Kendall Hodge, Director Utility Operations
All Known Bidders

ADDENDUM 1

BID NAME:	Albany Pipe Rehabilitation - Phase 1
BID NUMBER	ITB #27-030
DATE:	Thursday, October 15, 2026

Please Print				Please Print
Representative (s)	**Company Name**	**Address (City, State & Zip)**	**Telephone #**	**Email Address**
Ricky Gladney	City of Albany	222 Pine Avenue, Suite 260, Albany, Georgia 31702	229-431-3211	rgladney@albanyga.gov
Andy Griffis	COA	1900 N Monroe Albany GA 31701	229-344-8337	agriffis@albanyga.gov
JEFF DUPLANTIS	ARDURRA	323 PINE AVE, STE 203 ALBANY, GA	225-921-3067	jduplantis@ardurra.com
Ann Smith	**CaJenn Construction**		**912-458-3747**	**ann@cajenn.com**
Austin Stoecker	SAK Construction, LLC		314-799-2827	astoecker@sakcon.com
Brandon Gerber	Vortex Companies		813-326-8928	bgerber@vortexcompanies.com
Brandt Curvel	Insituform Technologies LLC		904-838-0090	bcurvel@azuria.com
Carl Smith	CaJenn Construction		404-379-6800	csmith@cajenn.com
Casey Schultz	Vortex Companies		678-654-8062	cschultz@vortexcompanies.com
Danielle Lee	Inliner Solutions, LLC		470-836-0265	bids@puriscorp.com
Eric Simpson	Inliner Solutions, LLC		404-858-9308	eric.simpson@puriscorp.com
Jamison Wilks	Southern Hydro Vac / AIMS		770-328-3207	jwilks@aimscompanies.com
Jerri Sumlin	SAK Construction, LLC		404-395-7830	jsumlin@sakcon.com
Nicholas Curcio	Atlantic Pipe Services		407-270-1699	ncurcio@atlanticpipe.us
Rex Gellasch	SAK Construction, LLC		314-488-7513	rgellasch@sakcon.com
Ryan Hogenmiller	SAK Construction, LLC		636-385-1072	rhogenmiller@sakcon.com
Sam Trawick	Vortex Companies		Not Provided	strawick@vortexcompanies.com
Steven Watts	NGI Trenchless Pipe Repair		770-296-2425	steven@ngitrenchless.com

ADDENDUM 1

October 8, 2026

INVITATION TO BID
Albany Pipe Rehabilitation – Phase I
Bid Reference No. 27-030

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 11, 2026,** for all work required for the pre-rehabilitation cleaning, inspection, and rehabilitation of approximately 5,000 linear feet of large diameter sanitary sewer mains and 15 sanitary manholes along Schley Avenue between McLain Lane and Lift Station #67 in accordance with bid documents, specifications, and all other contract documents contained herein. Bids will be opened and publicly read aloud at the above stated time and place.

A Pre-Bid Conference will be held on **October 15, 2026, at 10:00 a.m.** at **323 Pine Avenue, Suite 203, Albany, Georgia 31701 and simultaneously on 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/85034492683?pwd=VabzzZjZcaND9ibKSqi3YfoZ1bEDqo.1
Meeting ID: 850 3449 2683 Passcode: 239005

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 **unit price basis** for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total base bid.

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 **October 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

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.**

PROCUREMENT FORM - Revised 11/18/2021

SPECIAL INSTRUCTIONS
Albany Pipe Rehabilitation – Phase I
Bid Ref. #27-030

1. **General Information:** The Albany Pipe Rehabilitation project consists of the pre-rehabilitation cleaning and inspection, followed by the rehabilitation of existing sanitary manholes and large diameter sanitary sewer mains in Albany, Georgia. The work is located on the north side of the city and consists of the following phase:
    - Phase 1: Approximately 5,000 feet of sanitary sewer along Schley Avenue between McLain Lane and Lift Station #67 and 15 manholes.

    Bid Document Access & Downloading Protocol:
    Bid documents, specifications, and plans may be inspected physically at the Procurement Office, 222 Pine Avenue, Suite 260, Albany, Georgia, and on the Georgia Procurement Registry. Alternatively, digital bid documents can be viewed and downloaded by visiting www.ardurra.com and clicking on the **BidDocs** tab in the upper right corner of the webpage, or by visiting questcdn.com. Vendors must use the **QuestCDN Project Number 10394593** to locate this specific job on the www.QuestCDN.com website search page. There is a **$22 non-refundable cost** for downloading the contract documents in digital PDF format.

    All bids shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained herein.

2. **Contractor Responsibilities & Contract Terms:** Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with bid documents, special instructions, specifications, and all other provisions included in this bid document. It is the bidder's responsibility to visit the jobsite and become familiar with the local conditions.

    The contract shall be written for all work required, expressed, or implied, that is necessary to perform the work described in the bid documents, special instructions, specifications, and all other contract documents. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is expressly approved in writing by the owner's designated representative prior to execution.

3. **Bid Form:** Bids must be submitted on the form linked in this bid document. Ensure the bid form is completed in its entirety. Bid is for unit cost contract for all work specified in this bid document. Bid will be awarded to the responsive and responsible bidder(s) submitting the lowest bid, in the measure that best benefits the City of Albany.

4. **No bid may be withdrawn for a period of sixty (60) days from the bid opening date.**

5. **Contract Time:** Contract must be substantially completed within **180 calendar days** following the issuance of the Notice to Proceed. Performance will be monitored and documented by the Project Manager. Not completing this contract within the time specified may hamper the contractor's ability to secure future contracts with the City.

6. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to

complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance at the rate of $500 per calendar day.

7. **The General Conditions Contract being utilized is the Engineering Joint Construction Document linked herein.**

8. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance at the rate of **$500 per calendar day**. These daily charges are intended to represent the actual damages sustained by the Owner due to the delay, are agreed upon in advance as a reasonable estimate of such losses, and are expressly considered damages and not a penalty.

9. **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 and name the City of Albany as an additional insured. 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 of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which explicitly name the **City of Albany (P.O. Box 447, Albany, GA 31702)** as an additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage.

10. **Indemnification:** 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.

11. **Superintendent:** The contractor shall have a competent, full-time superintendent or designated representative on the work site at all times while work is being performed. The superintendent must be fluent in English, capable of reading and thoroughly understanding the project plans and specifications and experienced in large-diameter utility or pipe rehabilitation work. He or she will directly represent the contractor, and all directions, notices, or other communications given to the superintendent by the City's designated Project Manager or inspector shall be as binding as if given directly to the contractor.

12. **Permits and Fees:** Within **five (5) days** following the issuance of the Notice to Proceed the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and Occupational Tax Certificate before any work can commence. This documentation should be on file in the Procurement Office prior to start of any work associated with this contract. **The contractor is required within five (5) days of completion of specified work to contact the Project Manager, Andy Griffis, at (229) 302-1806, AGriffis@albanyga.gov for a final inspection**. Successful bidder as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration prior to award of contract.

13. **Preservation of Property:** The contractor shall carry out their work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at their own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. Restoration, if necessary, shall conform to the Owner's or applicable agencies regulations, specifications and/or standard construction details. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.

14. **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.

15. **Barricades and Warnings:** The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.

16. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.

17. **The Owner of this project is the City of Albany**. The Owner reserves the right to reject any and all bids and to waive any informalities in the bid process and to award the contract as may be in the best interest of the Owner or re-advertise for bids

18. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.

19. **Certificate of Non-Collusion:** An executed copy of this form must be submitted. (See Attached).

20. **Governing Law and Venue:** An executed copy of this form must be submitted. (See Attached).

21. **Drug Free Workplace:** An executed copy of this form must be submitted. (See Attached).

22. **Debarred Bidders Integrity Form:** An executed copy of this form must be submitted. (See Attached).

23. **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, and 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.

24. **Termination 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 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.

25. **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, licensed by the State of Georgia to do the type of work required under terms of the contract documents. 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 have special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards. Suitable evidence of the successful bidder's experience, to include references, must be submitted with bid.

26. **Warranty:** Contractor shall guarantee all specified work performed for a period of **one (1) year** from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:
    a. Defects or failures resulting from abuse by the owner.
    b. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion, or vandalism
    c. The contractor is not an insurer nor is he a guarantor of the suitability of or adequacy of design. Any other provisions of this warranty to the contrary notwithstanding, the contractor shall not be required to remedy any unsuitable or inadequate design.

27. **Corporations:** All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

28. **Pre-Bid Conference:** A Pre-Bid Conference will be held on **October 15, 2026, at 10:00 a.m.** at **323 Pine Avenue, Suite 203, Albany, Georgia 31701 and simultaneously on 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/85034492683?pwd=VabzzZjZcaND9ibKSqi3YfoZ1bEDqo.1 **Meeting ID: 850 3449 2683 Passcode: 239005**

29. **Pre-Construction Conference:** Successful bidder will be required to attend a Pre-Construction Conference with the owner's representative prior to commencement of work under resulting contract.

30. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that they are 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.

31. **Bid Submittals (All items listed below must be submitted with bid):**
    a. Bid Form
    b. Bid Bond
    c. DBE Subcontractor Participation Form (attached)

    The following items should be submitted with bid:
    a. Indemnity Agreement
    b. Governing Law and Venue Form
    c. Certificate of Non-Collusion Form
    d. Drug Free Workplace
    e. Debarred Bidders Integrity Form
    f. Corporate Seal
    g. Secretary of State's Certificate of Incorporation
    h. Listing of the principals of Corporation
    i. Affidavit to Comply with OCGA § 13-10-91

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

**** COMPLETE AND SUBMIT ****

BID FORM
CITY OF ALBANY
Albany Pipe Rehabilitation – Phase I
Bid Reference No. 27-030

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Albany,
Procurement Division,
222 Pine Avenue, Suite 260
Albany, Georgia 31701-2531

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

3. Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) listed on the attached Bid Tabulation Sheet.

A. Bidder acknowledges that

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ALBANY PIPE REHABILITAION - PHASE ONE **BID REFERNCE NO. 27-030**
ALBANY, DOUGHERTY COUNTY, GEORGIA
BID TABULATON FORM / UNIT COST SCHEDULE

DIVISION 1 - Pipe Rehabilitation

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Internal Pre-Video Inspection	5,124	LF		
2	Internal Post-Video Inspection	5,124	LF		
3	Sanitary Sewer Mainline Cleaning (24" Dia.)	4,390	LF		
4	Sanitary Sewer Mainline Cleaning (30" Dia.)	734	LF		
5	**Sanitary Sewer Heavy Cleaning (24" Dia. Through 36" Dia.)**	**2124**	**LF**		
6	24" CIPP Mainline Rehabilitation	4,390	LF		
7	30 CIPP Mainline Rehabilitation	734	LF		
8	Lateral Reconnection (New Liner)	30	EA		
9	Bypass Pumping (18" Dia. Through 36" Dia.)	**1**	**LS**		
10	Point Repair Mainline	1	EA		
	SUB-TOTAL - DIVISION 1 - Pipe Rehabilitation:				

DIVISION 2 - Manhole Rehabilitation

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Larger Manhole Rehabilitation - **Epoxy** Liner	**3085**	SF		
	SUB-TOTAL - DIVISION 2 - Manhole Rehabilitation:				

DIVISION 3 - General

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Mobilization	1	LS		
2	Traffic Control for Construction (Various Lane Roadways)	3	EA		
3	Contract Bonding Cost (Not to Exceed 3% of Contract Amount)	1	LS		
	SUB-TOTAL - DIVISION 3 - General:				

BID SUMMARY

Division Description	*Total Cost*
DIVISION 1 - Pipe Rehabilitation	
DIVISION 2 - Manhole Rehabilitation	
DIVISION 3 - General	
TOTOAL COST - ALL DIVISIONS:	

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Tabulation Sheet(s)

B. Required Bid security;

C. List of Project References;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER:

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

**** COMPLETE AND SUBMIT ****

Bid Reference No. 27-030

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 ****

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 [Bid Ref. #27-030 Albany Pipe Rehabilitation Phase I].

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.:	**27-030**
Solicitation /Contract Name:	**Albany Pipe Rehabilitation Phase I**

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 Public

[NOTARY SEAL]

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

ADDENDUM 1

Ardurra

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Project Identification: Project consists of the following:

1. Rehabilitation of existing sanitary sewer manholes.
2. Rehabilitation of existing large diameter sanitary sewer mainline.

B. Project Location: City of Albany Sanitary Sewer Collection System on the north side of the City.

a. Phase 1 – Approximately 5000 feet along Schley Avenue between Mclain Lane and Lift Station #67

C. Owner: City of Albany Georgia
240 Pine Avenue, Albany GA. 31701

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of furnishing all labor, materials, equipment and incidentals required to complete work in its entirety as shown on the Drawings and specified herein.

B. Perform work complete, in place, and ready for continuous service. Work includes permits, testing, cleanup, repairs, replacements and restoration required as a result of damages caused during construction.

C. Comply with all applicable municipal, county, state, federal, and other codes.

D. Work includes, but is not necessarily limited to the following:

1. Rehabilitation of the existing sanitary sewer manholes.

a. Manhole Lining:

1) Pressure clean interior of manhole.
2) Remove any and all debris from manhole interior.
3) Spray apply **epoxy** manhole liner.

2. Rehabilitation of existing large diameter sanitary sewer mainline:

1) Clean and TV all specified segments.
2) Install non-woven felt fabric liner into existing sewer mainline.

1.3 CONTRACT

A. Project will be constructed under a general construction contract.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

ADDENDUM 1

Ardurra

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. The Bid Proposal for this Contract covers all Work shown on the Drawings and specified herein.

B. All costs for providing labor, materials, equipment, tools, machinery, supplies, supervision, management, coordination and other services to fully complete the Work as shown on the Drawings and specified herein shall be included in the **unit** prices listed in the Bid Form.

C. All work not specifically listed as a pay item in the Bid Form shall be considered to be included in the **unit price bid amounts**.

D. Contractor's overhead and profit shall be included in the **unit price bid amounts**.

E. The Owner or his duly authorized representative will perform measurement for payment.

1.2 BID ITEMS – DIVISION 1 Pipe Rehabilitation

A. Item No. 1 – Internal Pre-Video Inspection:
1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to perform one (1) linear foot (LF) of television of the various size sewers for the purpose of documenting lateral location and activity, verifying existing pipe type, condition, and documenting pre-lining conditions.
2. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.
3. Mobilization cost for this item of work should be included in the separate unit price item of work for mobilization.
4. All video work shall be performed in accordance with section 33 01 30.11 of the contract documents.

B. Item No. 2 – Internal Post-Video Inspection:
1. Payment under this item shall consist of all labor, materials, equipment, tools, and incidentals necessary to complete one (1) linear foot (LF) of television inspection of the various size sewers for the purpose of verifying lateral reconnection and quality of the connection and documenting the post lining condition verifying the quality of the new CIPP liner and ensuring liner is free of defects. The post rehab video shall be submitted so that the post rehab footage will directly follow the pre-rehab video footage for each segment of main to be rehabilitated.

2. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.
3. Mobilization cost for this item of work should be included in the separate unit price item of work for mobilization.
4. All video work shall be performed in accordance with section 33 01 30.11 of the contract documents.

C. Item No. 3 – Sanitary Sewer Mainline Cleaning (24" Dia.):
1. Payment for this item shall be for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete one (1) linear foot (LF) of sanitary sewer pipe for the pipe size specified in the plans. Then unit bid price shall include removal of all debris at the downstream manhole and incidentals necessary to restore the main to a minimum 98% of its capacity, including removal of any intruding services. For each segment that does not meet the 98% minimum requirement of the specifications, the Contractor shall re-bypass, re-clean and re-video the segment in its entirety at no addition cost to the Owner. All work shall be in accordance with all applicable specifications herein.
2. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.

D. Item No. 4 – Sanitary Sewer Mainline Cleaning (30" Dia.):
1. Payment for this item shall be for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete one (1) linear foot (LF) of sanitary sewer pipe for the pipe size specified in the plans. Then unit bid price shall include removal of all debris at the downstream manhole and incidentals necessary to restore the main to a minimum 98% of its capacity, including removal of any intruding services. For each segment that does not meet the 98% minimum requirement of the specifications, the Contractor shall re-bypass, re-clean and re-video the segment in its entirety at no addition cost to the Owner. All work shall be in accordance with all applicable specifications herein.
2. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.

E. Item No. 5 – Sanitary Sewer Heavy Cleaning (24" Dia. Through 36" Dia.)
1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to complete one (1) linear foot (LF) of heavy cleaning. Heavy Cleaning is the cleaning of a section of mainline with high velocity hydro cleaning equipment/hydraulic spinner nozzle, root cutting, removing deposits of attached encrustation, and removing deposits of attached grease that could not be cleaned/removed by standard cleaning practices.
2. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.
3. This pay item requires approval prior to use. The Contractor shall notify the Owner or the Owner's designated representative in writing of any segments the Contractor believes require heavy cleaning and shall not proceed with this pay item until the Owner has approved the work.

F. **Item No. 6** – 24" CIPP Mainline Rehabilitation

1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to install one (1) linear foot (LF) of cured-in-place pipe for the sizes and minimum liner thicknesses. Payment shall include tie-ins to existing manholes and required incidentals.
2. Mobilization cost for this item of work should be included in the separate unit price item of work of mobilization for the site.
3. Traffic control for roadways of two (2) lanes or less shall be subsidiary and included in the unit price of this bid item.
4. Any damage to the existing system due to plugging, as determined by the Owner, shall be repaired by the Contractor at no extra cost to the Owner and the repair shall be performed in accordance with specification herein. Any and all damage caused during construction activities should be repaired, to the pre-construction condition, at no expense to the Owner.
5. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.

G. **Item No. 7** – 30" CIPP Mainline Rehabilitation

1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to install one (1) linear foot (LF) of cured-in-place pipe for the sizes and minimum liner thicknesses. Payment shall include tie-ins to existing manholes and required incidentals.
2. Mobilization cost for this item of work should be included in the separate unit price item of work of mobilization for the site.
3. Traffic control for roadways of two (2) lanes or less shall be subsidiary and included in the unit price of this bid item.
4. Any damage to the existing system due to plugging, as determined by the Owner, shall be repaired by the Contractor at no extra cost to the Owner and the repair shall be performed in accordance with specification herein. Any and all damage caused during construction activities should be repaired, to the pre-construction condition, at no expense to the Owner.
5. Pay quantities shall be established by measuring from center of manhole to center of manhole, using a steel tape, to the nearest tenth foot.

H. **Item No. 8** - Lateral Reconnection (New Liner)

1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to reinstate one (1) each (EA) service lateral to a newly lined sewer main by remote cut or by excavation.
2. Any damage to the sewer main or the service lateral cause during reinstatement shall be repaired by the Contractor at no extra cost to the Owner and the repair shall be performed in accordance with the contract documents.

I. **Item No. 9** – Bypass Pumping (18" Dia. Through 36" Dia.)

1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to operate bypass pumping to allow for internal video inspection, cleaning and lining as per plans and to maintain the sewage flow from the existing sewer main. The Contractor shall be responsible for plugging the main and for pumping the existing sewage to an active downstream sewer line.

2. Payment for Bypass Pumping shall be based on completion of the following milestones and shall be paid as the corresponding percentage of the Bypass Pumping lump-sum bid amount:
    a. Submittal and approval of the Bypass Plan: 15%
    b. Mobilization for bypass setup: 25%
    c. Bypass setup and active operation: 50%
    d. Demobilization and site restoration: 10%
3. If the Work is performed in multiple phases, the payment percentages for all milestones other than submittal and approval of the Bypass Plan shall be divided equally among the phases and paid upon completion of the applicable milestone for each phase.
    a. Example—Two Phases:
        1) Submittal and approval of the Bypass Plan: 15% of the total Bypass Pumping bid amount
        2) Phase 1 mobilization: 12.5%
        3) Phase 1 bypass setup and active operation: 25%
        4) Phase 1 demobilization and site restoration: 5%
        5) Phase 2 mobilization: 12.5%
        6) Phase 2 bypass setup and active operation: 25%
        7) Phase 2 demobilization and site restoration: 5%
    b. In no event shall the total payment for Bypass Pumping exceed the corresponding contract lump-sum price.
4. Payments shall total to be the lump-sum contract price as stated in the Bid Form.
5. Depending on the sequence and timing of operations, the Contractor may request payment for multiple completed milestones during a single payment cycle.
6. Before beginning bypass pumping operations, the Contractor shall submit and obtain approval of a written Bypass Pumping Plan. No bypass pumping work shall begin until the plan has been approved by the Owner.

J. **Item No. 10 –** Point Repair Mainline
1. Payment for this item shall include all labor, materials, equipment, tools, and incidentals necessary to complete one (1) each (EA) mainline point repair in accordance with section 33 01 30.60.
2. Payment for repairs that exceed 12 linear feet will be made in increments of 12 linear feet or fractions thereof as an additional unit of one (1) each (EA).
    a. Payment Increments:
        1) 0–12 LF = 1 unit
        2) 12.01–24 LF = 2 units
        3) 24.01–36 LF = 3 units (and so on)
    b. Examples: 18 LF repair = 2 units; 25 LF repair = 3 units.
3. If the location of the point repair is located under pavement, replacement of the pavement and any other disturbed infrastructure or facilities will be considered incidental to the point repair and shall in restored in accordance with the applicable governing agencies standards.

1.3 BID ITEMS – DIVISION 2 Manhole Rehabilitation

A. Item No. 1 – Larger Manhole Rehabilitation – Epoxy Liner:
1. Payment for furnishing all labor, materials, equipment, tools, and incidentals required cleaning and rehabilitating existing sanitary sewer manholes that are measured greater than 48" (measured by the base), including the bench and invert in accordance with section 33 01 30.81.
2. Payment shall be by the unit base bid price for one (1) square foot (SF) of the entire interior of existing sanitary sewer manholes greater than 48" (measured by the base).
3. Pay Quantities shall be established by calculating the internal surface area of each manhole, to the nearest tenth of a foot, utilizing the following formula:

$$SA = \pi \; x \; D \; x \; V$$

SA = Manhole Internal Surface Area (in square feet)
π = 3.1416
D = Diameter (in feet to nearest tenth) (measured at the base)
V = Vertical Depth (in feet to nearest tenth) (measured from rim to invert)

1.4 BID ITEMS – DIVISION 3 General

A. Item No. 1 – Mobilization:
1. Payment under this item shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for other work, operations or cost that are of necessity incurred prior to the beginning of construction. Bond costs, license fees, lump sum insurance premiums, and other such items of expense may be included, but any item that will be subsequently paid for as project work or material on hand shall be excluded.
2. Payment for Mobilization shall be made according to the following schedule:
   a. First Estimate: 50% of the amount bid for mobilization
   b. At 10% Work Completion: The remaining amount bid for mobilization so that the accumulated total reached 100% of the amount bid for mobilization.
3. Payment shall be at the lump sum contract price as stated in the Bid Form. The cost and payment for mobilization shall not exceed three percent (3%) of the total bid.

B. Item No. 2 – Traffic Control (Multi Lane Roads):
1. The unit price bid for this item shall be compensation in full for furnishing all labor, materials, equipment (signage and all electronic sign units as required) and incidentals necessary to develop where necessary and implement one (1) each (EA) traffic control plan, approved by the City, County, or State as applicable, and to install, maintain, and remove all necessary traffic control items for roadways with at least three (3) lanes or more. Traffic control for roadways for two (2) lanes or less shall be subsidiary and included in the unit price bid item for the work requiring said traffic control.

2. Contractor shall be responsible for ensuring that the traffic control provided meets the requirements of the City, County, or State right-of-way, as applicable depending upon where the construction is being performed. The traffic control shall be in place before construction begins, maintained for the duration of the construction, and then promptly removed.

C. Item No. 3 – Contract Bonding (Not to Exceed 3% of Contract Amount)
1. The lump sum price bid for this item shall be compensation in full for obtaining the Contract Bond required under this contract.
2. Payment shall be made at the lump sum amount not to exceed three (3%) percent of the contract amount

PART 2 - PRODUCTS

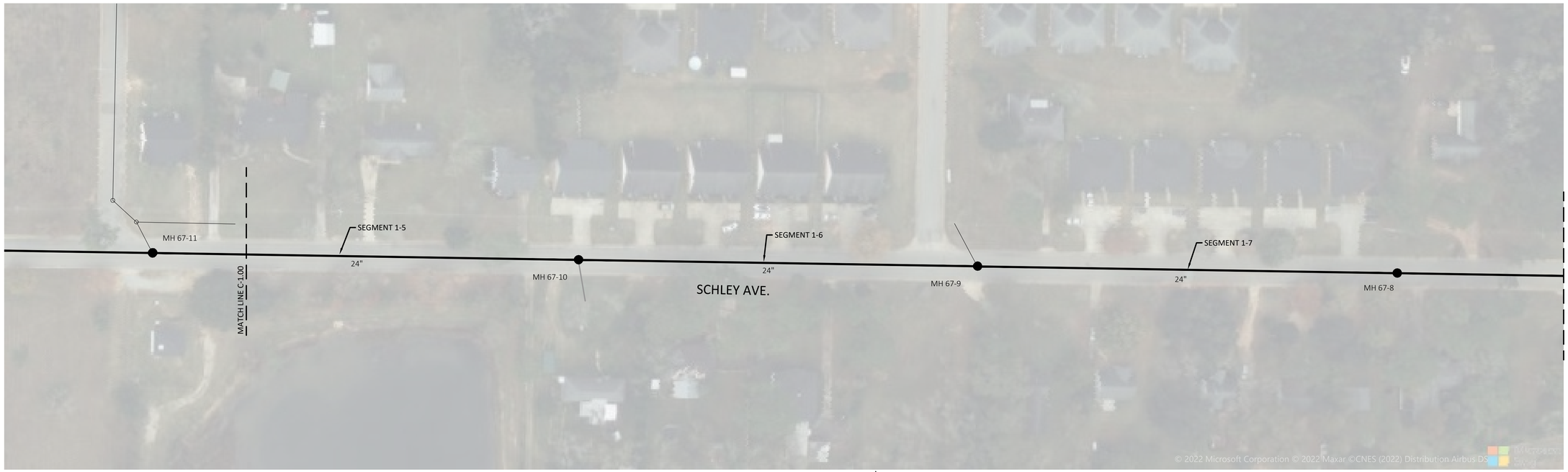
Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

April 23, 2019 Y:\BUP Project Files\100454. City of Albany Georgia\100454.03 - Engineering Services CSO\2021-1443-14 - Pipe Rehab Phase 1\300 Design\355 Preliminary Drawings\Pipe Rehab Year 1.dwg



PLAN
SCALE: 1" = 60'

LEGEND

- REHAB MANHOLE
- SANITARY MANHOLE
- SEGMENTS FOR REHAB.
- EXISTING SAN. SEWER

MANHOLE	WORK DESCRIPTION	PHASE	DIAMETER (IN.)	DEPTH (FT.)	MATERIAL	PREVIOUSLY REHAB.
67-10	MANHOLE REHABILITATION	1	60	11.4	CONCRETE	NO
67-9	MANHOLE REHABILITATION	1	60	15.5	CONCRETE	NO
67-8	MANHOLE REHABILITATION	1	60	14.0	BRICK	NO

1

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MANHOLE & PIPE SIZE REVISED 10/20/2026

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CITY OF ALBANY
240 PINE AVENUE
SECOND FLOOR
(229) 883-6955

NO.	DATE	REVISION	BY
1	10/20/2026	ADDENDUM 1	

ALBANY PIPE REHABILITATION PHASE ONE

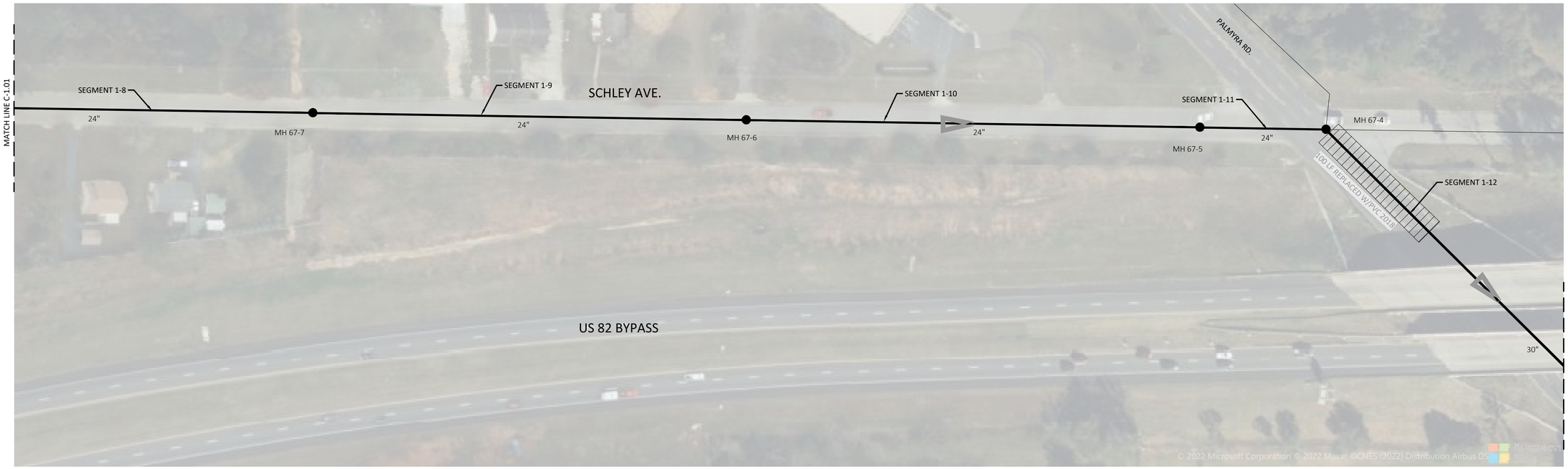
MANHOLE REHAB. PHASE 1-2

GEORGIA REGISTERED No. PE041239 PROFESSIONAL ENGINEER JEFFREY L. DUPLANTIS

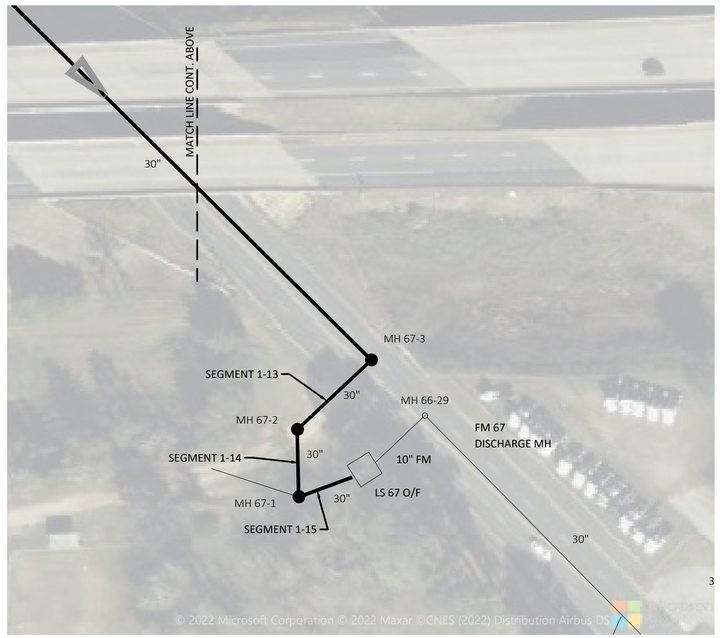
JOB NO:	R2026-0014000900
DATE:	OCTOBER 2026
SHEET:	5 OF 17

C-1.01

ISSUED FOR BID
OCTOBER 2026



PLAN
SCALE: 1" = 60'



LEGEND

- REHAB MANHOLE
- SANITARY MANHOLE
- SEGMENTS FOR REHAB.
- EXISTING SAN. SEWER

MANHOLE	WORK DESCRIPTION	PHASE	DIAMETER (IN.)	DEPTH (FT.)	MATERIAL	PREVIOUSLY REHAB.
67-7	MANHOLE REHABILITATION	1	60	8.9	CONCRETE	NO
67-6	MANHOLE REHABILITATION	1	60	16.1	CONCRETE	NO
67-5	MANHOLE REHABILITATION	1	60	9.1	CONCRETE	NO
67-4	MANHOLE REHABILITATION	1	60	15.6	BRICK	NO
67-3	MANHOLE REHABILITATION	1	60	13.4	BRICK	NO
67-2	MANHOLE REHABILITATION	1	60	13.7	CONCRETE	NO
67-1	MANHOLE REHABILITATION	1	60	16.0	CONCRETE	NO

1

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(229) 883-6955

NO.	DATE	REVISION	BY
1	10/20/2026	ADDENDUM 1	

ALBANY PIPE REHABILITATION PHASE ONE

MANHOLE REHAB. PHASE 1-3

GEORGIA REGISTERED No. PE041239 PROFESSIONAL ENGINEER JEFFREY L. DUPLANTIS

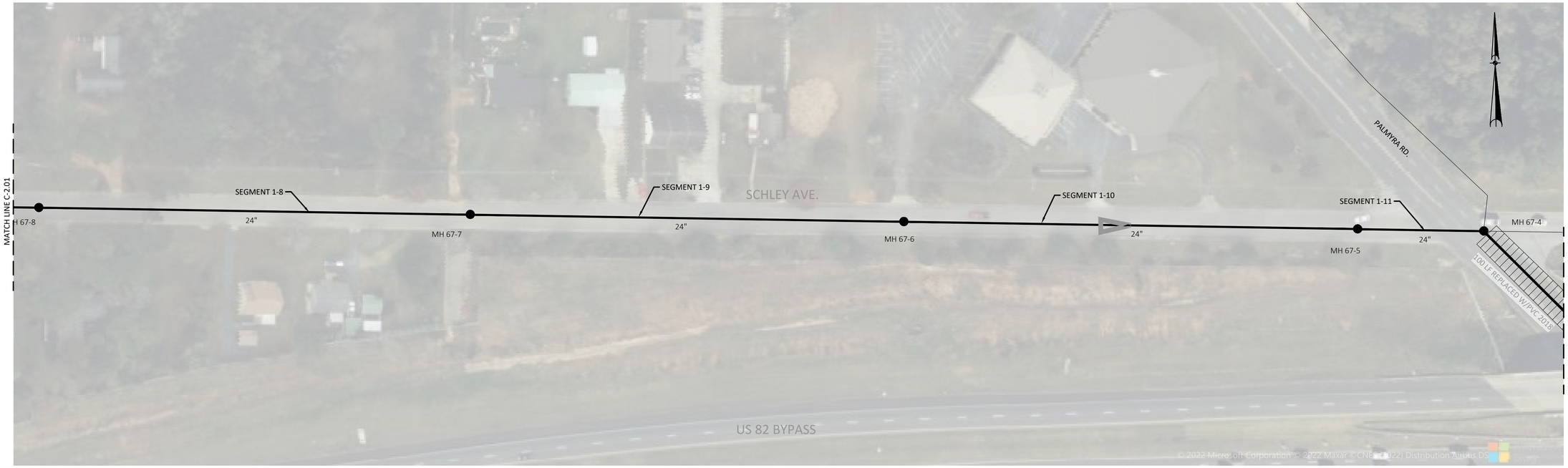
JOB NO:	R2026-0014000900
DATE:	OCTOBER 2026
SHEET:	6 OF 17

C-1.02

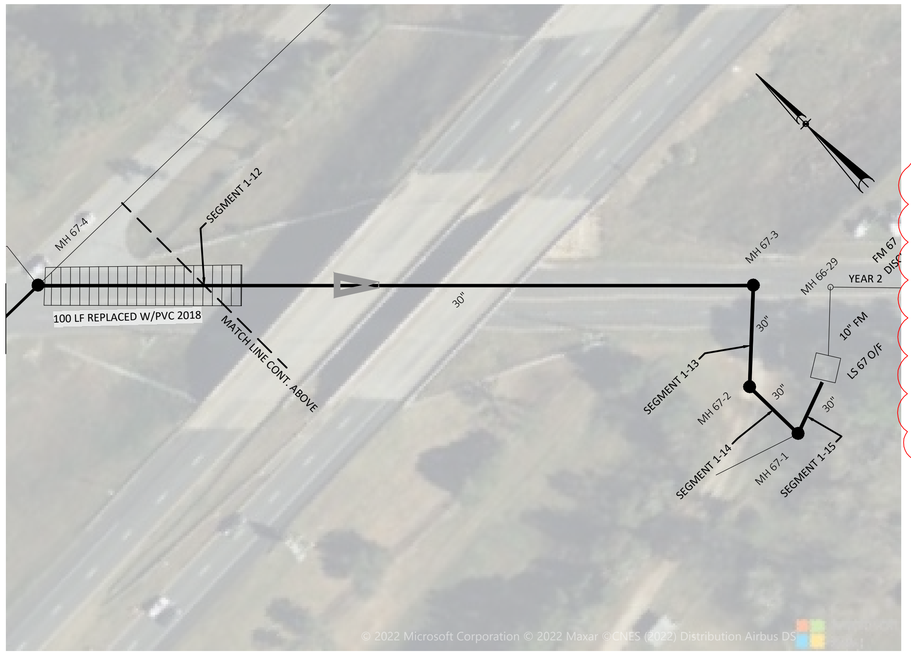
ISSUED FOR BID
OCTOBER 2026

April 23, 2019 Y:\BUP Project Files\100454- City of Albany Georgia\100454.03 - Engineering Services CSO\2021-1443-14 - Pipe Rehab Phase 1\300 Design\355 Preliminary Drawings\Pipe Rehab Year 1.dwg

April 23, 2019 Y:\BUP Project Files\100454- City of Albany Georgia\100454.03 - Engineering Services CSO\2021-1443-14 - Pipe Rehab Phase I\300 Design\355 Preliminary Drawings\Pipe Rehab Year 1.dwg



PLAN
SCALE: 1" = 60'



LEGEND

- REHAB MANHOLE
- SANITARY MANHOLE
- SEGMENTS FOR REHAB.
- EXISTING SAN. SEWER

SEGMENT	LOCATION	WORK DESCRIPTION	DIA. (IN.)	LENGTH (FT)	MATERIAL
SEGMENT 1-8	SCHLEY AVE	CIPP LINE SEGMENT (BAG IN LINE)	24	473	RCP
SEGMENT 1-9	SCHLEY AVE	CIPP LINE SEGMENT (BAG IN LINE)	24	475	RCP
SEGMENT 1-10	SCHLEY AVE	CIPP LINE SEGMENT (BAG IN LINE)	24	498	RCP
SEGMENT 1-11	SCHLEY AVE	CIPP LINE SEGMENT (BAG IN LINE)	24	135	RCP
SEGMENT 1-12	PALMYRA RD	CIPP LINE SEGMENT (BAG IN LINE)	30	566	RCP
SEGMENT 1-13	LS - 67	CIPP LINE SEGMENT (BAG IN LINE)	30	76	RCP
SEGMENT 1-14	LS - 67	CIPP LINE SEGMENT (BAG IN LINE)	30	49	RCP
SEGMENT 1-15	LS - 67	CIPP LINE SEGMENT (BAG IN LINE)	30	43	RCP

1

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NO.	DATE	REVISION	BY
1	10/20/2026	ADDENDUM 1	

ALBANY PIPE REHABILITATION PHASE ONE

SEGMENT REHAB. PHASE 2-3

GEORGIA REGISTERED No. PE041239 PROFESSIONAL ENGINEER JEFFREY L. DUPLANTIS

JOB NO:	R2026-0014000900
DATE:	OCTOBER 2026
SHEET:	9 OF 17

C-2.02

ISSUED FOR BID
OCTOBER 2026

October 8, 2026

INVITATION TO BID
Albany Pipe Rehabilitation – Phase I
Bid Reference No. 27-030

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 11, 2026,** for all work required for the pre-rehabilitation cleaning, inspection, and rehabilitation of approximately 5,000 linear feet of large diameter sanitary sewer mains and 15 sanitary manholes along Schley Avenue between McLain Lane and Lift Station #67 in accordance with bid documents, specifications, and all other contract documents contained herein. Bids will be opened and publicly read aloud at the above stated time and place.

A Pre-Bid Conference will be held on **October 15, 2026, at 10:00 a.m.** at **323 Pine Avenue, Suite 203, Albany, Georgia 31701 and simultaneously on 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/85034492683?pwd=VabzzZjZcaND9ibKSqi3YfoZ1bEDqo.1
Meeting ID: 850 3449 2683 Passcode: 239005

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 **unit price basis** for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total base bid.

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 **October 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

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
Albany Pipe Rehabilitation – Phase I
Bid Ref. #27-030

1. **General Information:** The Albany Pipe Rehabilitation project consists of the pre-rehabilitation cleaning and inspection, followed by the rehabilitation of existing sanitary manholes and large diameter sanitary sewer mains in Albany, Georgia. The work is located on the north side of the city and consists of the following phase:
    - Phase 1: Approximately 5,000 feet of sanitary sewer along Schley Avenue between McLain Lane and Lift Station #67 and 15 manholes.

    Bid Document Access & Downloading Protocol:
    Bid documents, specifications, and plans may be inspected physically at the Procurement Office, 222 Pine Avenue, Suite 260, Albany, Georgia, and on the Georgia Procurement Registry. Alternatively, digital bid documents can be viewed and downloaded by visiting www.ardurra.com and clicking on the **BidDocs** tab in the upper right corner of the webpage, or by visiting questcdn.com. Vendors must use the **QuestCDN Project Number 10394593** to locate this specific job on the www.QuestCDN.com website search page. There is a **$22 non-refundable cost** for downloading the contract documents in digital PDF format.

    All bids shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained herein.

2. **Contractor Responsibilities & Contract Terms:** Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with bid documents, special instructions, specifications, and all other provisions included in this bid document. It is the bidder's responsibility to visit the jobsite and become familiar with the local conditions.

    The contract shall be written for all work required, expressed, or implied, that is necessary to perform the work described in the bid documents, special instructions, specifications, and all other contract documents. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is expressly approved in writing by the owner's designated representative prior to execution.

3. **Bid Form:** Bids must be submitted on the form linked in this bid document. Ensure the bid form is completed in its entirety. Bid is for unit cost contract for all work specified in this bid document. Bid will be awarded to the responsive and responsible bidder(s) submitting the lowest bid, in the measure that best benefits the City of Albany.

4. **No bid may be withdrawn for a period of sixty (60) days from the bid opening date.**

5. **Contract Time:** Contract must be substantially completed within **180 calendar days** following the issuance of the Notice to Proceed. Performance will be monitored and documented by the Project Manager. Not completing this contract within the time specified may hamper the contractor's ability to secure future contracts with the City.

6. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to

complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance at the rate of $500 per calendar day.

7. **The General Conditions Contract being utilized is the Engineering Joint Construction Document linked herein.**

8. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance at the rate of **$500 per calendar day**. These daily charges are intended to represent the actual damages sustained by the Owner due to the delay, are agreed upon in advance as a reasonable estimate of such losses, and are expressly considered damages and not a penalty.

9. **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 and name the City of Albany as an additional insured. 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 of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which explicitly name the **City of Albany (P.O. Box 447, Albany, GA 31702)** as an additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage.

10. **Indemnification:** 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.

11. **Superintendent:** The contractor shall have a competent, full-time superintendent or designated representative on the work site at all times while work is being performed. The superintendent must be fluent in English, capable of reading and thoroughly understanding the project plans and specifications and experienced in large-diameter utility or pipe rehabilitation work. He or she will directly represent the contractor, and all directions, notices, or other communications given to the superintendent by the City's designated Project Manager or inspector shall be as binding as if given directly to the contractor.

12. **Permits and Fees:** Within **five (5) days** following the issuance of the Notice to Proceed the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and Occupational Tax Certificate before any work can commence. This documentation should be on file in the Procurement Office prior to start of any work associated with this contract. **The contractor is required within five (5) days of completion of specified work to contact the Project Manager, Andy Griffis, at (229) 302-1806, AGriffis@albanyga.gov for a final inspection**. Successful bidder as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration prior to award of contract.

13. **Preservation of Property:** The contractor shall carry out their work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at their own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. Restoration, if necessary, shall conform to the Owner's or applicable agencies regulations, specifications and/or standard construction details. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.

14. **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.

15. **Barricades and Warnings:** The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.

16. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.

17. **The Owner of this project is the City of Albany**. The Owner reserves the right to reject any and all bids and to waive any informalities in the bid process and to award the contract as may be in the best interest of the Owner or re-advertise for bids

18. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.

19. **Certificate of Non-Collusion:** An executed copy of this form must be submitted. (See Attached).

20. **Governing Law and Venue:** An executed copy of this form must be submitted. (See Attached).

21. **Drug Free Workplace:** An executed copy of this form must be submitted. (See Attached).

22. **Debarred Bidders Integrity Form:** An executed copy of this form must be submitted. (See Attached).

23. **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, and 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.

24. **Termination 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 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.

25. **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, licensed by the State of Georgia to do the type of work required under terms of the contract documents. 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 have special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards. Suitable evidence of the successful bidder's experience, to include references, must be submitted with bid.

26. **Warranty:** Contractor shall guarantee all specified work performed for a period of **one (1) year** from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:
    a. Defects or failures resulting from abuse by the owner.
    b. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion, or vandalism
    c. The contractor is not an insurer nor is he a guarantor of the suitability of or adequacy of design. Any other provisions of this warranty to the contrary notwithstanding, the contractor shall not be required to remedy any unsuitable or inadequate design.

27. **Corporations:** All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

28. **Pre-Bid Conference:** A Pre-Bid Conference will be held on **October 15, 2026, at 10:00 a.m.** at **323 Pine Avenue, Suite 203, Albany, Georgia 31701 and simultaneously on 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/85034492683?pwd=VabzzZjZcaND9ibKSqi3YfoZ1bEDqo.1
Meeting ID: 850 3449 2683 Passcode: 239005

29. **Pre-Construction Conference:** Successful bidder will be required to attend a Pre-Construction Conference with the owner's representative prior to commencement of work under resulting contract.

30. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that they are 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.

31. **Bid Submittals (All items listed below must be submitted with bid):**
    a. Bid Form
    b. Bid Bond
    c. DBE Subcontractor Participation Form (attached)

    The following items should be submitted with bid:
    a. Indemnity Agreement
    b. Governing Law and Venue Form
    c. Certificate of Non-Collusion Form
    d. Drug Free Workplace
    e. Debarred Bidders Integrity Form
    f. Corporate Seal
    g. Secretary of State's Certificate of Incorporation
    h. Listing of the principals of Corporation
    i. Affidavit to Comply with OCGA § 13-10-91

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

** COMPLETE AND SUBMIT **

BID FORM
CITY OF ALBANY
Albany Pipe Rehabilitation – Phase I
Bid Reference No. 27-030

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Albany,
Procurement Division,
222 Pine Avenue, Suite 260
Albany, Georgia 31701-2531

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

3. Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) listed on the attached Bid Tabulation Sheet.

A. Bidder acknowledges that

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ALBANY PIPE REHABILITAION - PHASE ONE **BID REFERNCE NO. 27-030**
ALBANY, DOUGHERTY COUNTY, GEORGIA
BID TABULATON FORM / UNIT COST SCHEDULE

DIVISION 1 - Pipe Rehabilitation

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Internal Pre-Video Inspection	5,124	LF		
2	Internal Post-Video Inspection	5,124	LF		
3	Sanitary Sewer Mainline Cleaning (24" Dia.)	4,390	LF		
4	Sanitary Sewer Mainline Cleaning (30" Dia.)	734	LF		
5	24" CIPP Mainline Rehabilitation	4,390	LF		
6	30 CIPP Mainline Rehabilitation	734	LF		
7	Lateral Reconnection (New Liner)	30	EA		
8	Bypass Pumping (18" Dia. Through 36" Dia.)	168	HRS		
9	Point Repair Mainline	1	EA		
	SUB-TOTAL - DIVISION 1 - Pipe Rehabilitation:				

DIVISION 2 - Manhole Rehabilitation

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Larger Manhole Rehabilitation - Polyurethane Liner	472	SF		
	SUB-TOTAL - DIVISION 2 - Manhole Rehabilitation:				

DIVISION 3 - General

Item	*Item Description*	*Qty*	*Unit*	*Unit Price*	*Total Cost*
1	Mobilization	1	LS		
2	Traffic Control for Construction (Various Lane Roadways)	3	EA		
3	Contract Bonding Cost (Not to Exceed 3% of Contract Amount)	1	LS		
	SUB-TOTAL - DIVISION 3 - General:				

BID SUMMARY

Division Description	*Total Cost*
DIVISION 1 - Pipe Rehabilitation	
DIVISION 2 - Manhole Rehabilitation	
DIVISION 3 - General	
TOTOAL COST - ALL DIVISIONS:	

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Tabulation Sheet(s)

B. Required Bid security;

C. List of Project References;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER:

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

*** COMPLETE AND SUBMIT ***

Bid Reference No. 27-030

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 **

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 [Bid Ref. #27-030 Albany Pipe Rehabilitation Phase I].

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.:	**27-030**
Solicitation /Contract Name:	**Albany Pipe Rehabilitation Phase I**

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 Public

[NOTARY SEAL]

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