CITY OF Albany GEORGIA

November 17, 2026

INVITATION TO BID
DOCO LONGWOOD DRIVE DRAINAGE IMPROVEMENTS
Bid Reference No. 27-040

Sealed Bids will be received by the City of Albany, Procurement Division, **222 Pine Avenue, Suite 260, Albany, Georgia 31701**, on behalf of the Dougherty County Board of Commissioners until **2:30 p.m., December 18, 2026,** for the DOCO Longwood Drive Drainage Improvements, in accordance with Drawings, Specifications and other Contract Documents. Bids will be opened and publicly read aloud at the above stated time and place. Supporting documents for this bid can be accessed using the following Dropbox link:

https://www.dropbox.com/scl/fo/72zu4rdj3gavtq1j8am51/AIZg3M_t6p0TP3HVm34hCG0?rlkey=r9vrbi7kz5s3pdtxtje7wmeow&st=5l3llw96&dl=0

A Pre-Bid Conference will be held on **December 1, 2026,** at **10:00 a.m.** at the **Government Center, 222 Pine Avenue, Suite 260, Albany, Georgia 31701.** The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

The City of Albany and Dougherty County strongly encourages Small Business firms to participate in this bid. The City of Albany and the Dougherty County Board of Commissioners reserve 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 Destin Adams, Buyer I, at (229)302-1461. Submit all questions via email to dadams@albanyga.gov cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **December 11, 2026, at 2:30 p.m.** Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential bidders.

City of Albany

Joshua Williams, CPPB
Procurement Manager

DOUGHERTY COUNTY
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 County use.
   (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
4. All requested information should be included in bid envelope. All desired information must be **signed** and included for your bid to receive full consideration**. Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
5. All questions, inquiries and requests for clarification shall be directed to Procurement.
6. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the County to terminate such contract, and the nature of such action shall be determined by the County and specified in the contract; (3) The contract shall state the total obligation of the County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the County.
7. Quote all prices F.O.B. Albany, Georgia or our warehouse or as specified in bid documents.
8. Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid whether using a County furnished envelope or other envelopes.
9. Bid/Proposal must be received and stamped by the Procurement Office before time stipulated in bid/proposal documents. No responsibility will attach to any County representative or employee for premature opening of bid not properly addressed or identified.
10. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
11. Bids **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. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Should a bid be misplaced by the County and found later it will be considered.
13. Bids requiring bid bonds **will not** be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
14. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Procurement Office and County Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
16. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The County reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the County to do so for the purpose of testing.
17. County will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The County may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacturer's current published literature, will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the

specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
22. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Office and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Office, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the County.
24. Unless otherwise specified by the procurement office all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on bid sheet.
25. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in any former contract with the County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal/bid for the same item will be considered sufficient cause for rejection of all bids/proposals in which he is interested.
27. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
28. The County reserves the right to waive any minor discrepancies, reject any or all bids or proposals, and to purchase any part, all or none of the services, materials, supplies, or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED will** be cause for rejection of the bid. Signature must be written in ink.
30. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
31. It is mutually understood and agreed that if any time the Procurement Office shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Office shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Office, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the County on notice by the Procurement Office of the excess due.
32. If the bidder proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on bid/proposal.
33. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
34. No vendor writing restrictive specifications for the County will be allowed to bid on the project.
35. Contracts may be cancelled by the County with or without cause with 30-day written notice.
36. Dougherty County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the County programs. The County affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The County provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
37. **All Corporations must provide the corporate seal and a copy of the Secretary of State's Certificate of Incorporation upon request.**
38. Local bidder (domiciled in Dougherty County) will receive bid in the event of tie bids. In the case of tie bids between out-of-town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws.
39. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
40. **Prior to submitting bid, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

PROCUREMENT FORM – REVISED 11/18/2021

DOCO LONGWOOD DRIVE DRAINAGE IMPROVEMENTS
INSTRUCTIONS TO BIDDERS
Bid Reference No. 27-040

SCOPE OF SERVICES:
THIS PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE 2021 SPECIFICATIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION AND ANY SUPPLEMENTAL SPECIFICATIONS MODIFYING THE 2021 SPECIFICATIONS

1. **Background:** This project involves the partial replacement of an existing storm drainage system with a new system running between the cul-de-sac at the end of Longwood Drive and the cul-de-sac at the end of Tara Drive. Demolition will consist of the removal of 423 LF of existing storm water piping and structures accommodating said pipe, also includes clearing and the removal of an existing tree. Construction will consist of the installation of 432 LF of 18" RCP, 2 grate inlets, 1 manhole, redressing the existing ditch, as well as all connections to the existing system that will remain in place. The scope of work shall include all material, labor and equipment to demo existing conditions, and install all proposed improvements as shown on the plans or specifications.

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

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

4. **Bid Form:** Bids must be submitted on the bid form provided in this bid document to the City of Albany Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia. Bid is for a **unit price contract.** Bid is for all work specified in this bid document and will be awarded to the lowest responsive and responsible bidder.

5. **Contract Time:** Completion time is **sixty (60) calendar days**, following the issuance of the Notice to Proceed. Performance will be monitored and documented by the Project Manager. Not completing the contract within the time specified may hamper the contractor's ability to secure future contracts with the County.

6. **Liquidated Damages**: 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 billed to the contractor or assessed against any money due or that may become due the Contractor at a rate of **one hundred dollars ($100)** for each day that expires after the allowed contract time for the completion and readiness of final payment until the Work is complete and ready for payment.

7. The Owner of this project is Dougherty County. The Owner 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 Owner or re-advertise for bids.

8. **Contract:** The successful bidder will be required to submit four (4) executed copies of the contract contained herein within ten (10) days following the issuance of the Notice of Award.

9. **INSURANCE**: In order to contract with the Dougherty County Board of Commissioners, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the Dougherty County Board of Commissioners as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.
   Required Insurance Policies and Endorsements:
   - Commercial General Liability of at least **$1,000,000** for bodily injury and property damage with the Dougherty County Board of Commissioners as additional insured.
   - Automobile/Vehicle Liability of at least **$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the Dougherty County Board of Commissioners as additional insured.
   - Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **$100,000** of each accident/disease. These polices must also contain a waiver of subrogation in favor of the Dougherty County Board of Commissioners.
   - All insurance policies must provide that the Dougherty County Board of Commissioners will be notified within 30 days of any changes, restrictions and/or cancellation.
   - If applicable, Professional Liability in addition to above requirements, of at least **$500,000** each claim.

   SUBMIT WITH BID, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the successful bidder shall provide Dougherty County a Certificate of Insurance showing the type and limits of insurance specified herein with Dougherty County Board of Commissioners as an additional insurer.

10. **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 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.

11. **Superintendent:** The contractor shall have a superintendent or representative on the site at all times while work is being performed. They will represent the contractor and all communications given to them shall be binding as if given to the contractor.

12. **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. If necessary, barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.

13. **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. **Any precious metals belong to the owner. All other debris is to be taken to the Dougherty County Landfill.**

14. **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. 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.

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

16. **Governing Law and Venue:** An executed copy of this form should accompany your bid. (See Attached).

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

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

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

20. **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 business license 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, Jeremy Brown, Project Engineer at (229) 430-6120 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.

21. **Bid Bond:** Each bid shall be accompanied by a certified check, cashier's check, cash, or bid bond (surety) acceptable to the Owner, in an amount equal to at least five **(5%)** percent of the bid, if the bid exceeds $250,000.00, payable without condition to the Owner as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the bid and other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. **The bid bond must be included with the submission for the bid to be read or considered.** The bid bond must be presented in its original form. **Copies are not acceptable.**

22. **Performance Bond and Labor and Material Payment Bond:** The successful bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred (100%) percent of the contract amount and a Labor and Material Payment Bond equal to one hundred (100%) percent of the contract amount; said bonds shall be secured from a surety company satisfactory to the Owner.

23. **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, may be submitted with bid.***

24. **Indemnification:** Contractor agrees to indemnify and hold harmless the County, 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 County.

25. **Termination for Convenience:** This contract may be terminated in whole or in part by Dougherty County with the consent of the Contractor in which case the two parties shall

agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the Contractor upon written notification to Dougherty County setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Dougherty County determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, Dougherty County may terminate the contract in its entirety.

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

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

28. **Bid Submittals (All items listed below <u>must</u> be submitted with bid)**
    A. **Bid Bond**
    B. **Bid Form**
    C. **Addendum Acknowledgement Form**

    The following items should be submitted with bid:
    D. Governing Law & Venue Form (See Attached)
    E. Certificate of Non-Collusion Form (See Attached)
    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 (for corporations or sole proprietorship, whichever is applicable to your company, and subcontractor affidavits, if applicable)
J. Specimen copy of Insurance

29. **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.

30. For additional information please contact **Destin Adams, Buyer,** at **(229) 302-1461,** dadams@albanyga.gov **and cc:** jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **December 8, 2026 at 2:30 p.m.** Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential bidders.

BID FORM
DOCO Longwood Drive Drainage Improvements
Bid Reference No. 27-040

Bid of: _____ Date: _____
(Company Name)

To: The Dougherty County Board of Commissioners
Post Office Box 1827
Albany, Ga. 31702

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

We, the undersigned, do hereby declare that we have carefully examined the site of the proposed **Work** and the Contract Documents. We do hereby agree to furnish all material, transportation, equipment, apparatus systems, labor, and supervision required to do all **Work** in strict accordance with the Contract Documents for the amount indicated below**:**

For: **DOCO Longwood Drive Drainage Improvements** in Dougherty County for a
TOTAL BASE BID of:

_____$_____
Words *Figure*

Contractor acknowledges receipt of addenda number(s): (If none received write "none received".)

_____ dated _____ _____ dated _____
_____ dated _____ _____ dated _____

If awarded the contract, the contractor will provide proof of insurance as specified in Item #8 and proof of current City of Albany Occupational Tax Certificate to the Procurement Office within ten (10) days following issuance of the Notice of Award. Contractor will commence work within **ten (10)** calendar days after issuance of Notice to Proceed and will be completed in accordance with time stated in the Instructions to Bidders.

_____ _____ _____
Authorized Signature Tax ID # E-Verify #

_____ _____
Address City State Zip

_____ _____
Seal (If Incorporated) Telephone # Fax #

_____
Email

BID SCHEDULE
DOCO LONGWOOD DRIVE DRAINAGE IMPROVEMENTS
DOUGHERTY COUNTY, GA
BID REF. #27-040

ITEM NO.	DESCRIPTION	QTY/UNIT		UNIT PRICE	EXTENSION
	Drainage Improvements				
1	Mob, Demob, Bonds & Insurance	1	LS		
2	Grading Complete	1	LS		
3	Demolition Complete	1	LS		
4	8" Concrete Structure Apron	14	SY		
5	18" RCP	432	EA		
6	Grate Inlet	2	EA		
7	4' Dia. Manhole	1	EA		
8	Connect to Ex. Manhole	1	EA		
9	Connect to Ex. RCP	1	EA		
10	Inlet Sediment Trap (Sd2-F)	4	EA		
11	Temp./Permanent Grass, Mulch (Ds 1,2,3)	0.58	AC		
12	Contingency Allowance	1	LS	$ 8,000.00	$ 8,000.00

TOTAL BASE BID (Items #1 - 12) _____

Company Name:
Address:
Phone Number:
Email:
Authorized Signature:
Printed Name:
Title:

**** COMPLETE AND SUBMIT ****

BID REFERENCE
NO. 27-040
ADDENDUM ACKNOWLEDGEMENT FORM

Instructions: Please acknowledge receipt of addenda received by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. This addendum acknowledgement form should be submitted with your bid to expedite document processing.

Acknowledgement: I, the undersigned, acknowledge receipt of the following addenda to the above referenced Invitation To Bid and have made any necessary revisions to my response or submittal. I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Addendum No. 1 ☐ Addendum No. 3 ☐

Addendum No. 2 ☐ Addendum No. 4 ☐

☐ No Addenda received for Bid Reference NO. 27-040.

_____
Print Name and Title of Authorized Signer

_____
Authorized Signature

_____
Date

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

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

DEBARRED BIDDERS/ INTEGRITY CERTIFICATION

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

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

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: _____

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of DOUGHERTY COUNTY, a municipal corporation, by [CORPORATE NAME].

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

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

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

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

[CORPORATE NAME] shall reimburse DOUGHERTY COUNTY for reasonable attorney fees and expenses of DOUGHERTY COUNTY in defending all such claims and shall also be responsible for payment of all judgements.

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

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

BID BOND

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

_____ as PRINCIPAL, and
(Name of Principal)
_____ as SURETY are held and firmly bound unto Dougherty County Board of Commissioners, 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
_____

_____.

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.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____(SEAL)
(Individual Principal)

_____(SEAL)
(Business Address, Including Zip Code)

_____(SEAL)
(Partnership)

_____(SEAL)
(Business Address, Including Zip Code)

_____
Surety

By _____

Address_____

_____
City State Zip

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal title and address of the Contractor)

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

_____
(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), are held firmly bound unto DOUGHERTY COUNTY BOARD OF COMMISSIONERS, 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 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 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 Engineer for payment and paid for by the Owner, the Surety shall, within twenty (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, material men, 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____.

_____ _____
Principal Title

_____

_____ (Seal)
Surety

_____ _____
Witness Title

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 called Principal, and _____
_____
(Legal title and address of the Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto DOUGHERTY COUNTY BOARD OF COMMISSIONERS, as obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined, 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 a contract with Owner dated _____, 20__, for the construction of
_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all subcontractors and other persons for all labor and material supplied in the execution 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 Section 23-1705 et. Seq of the Code of Georgia, as amended by the act approved February 27, 1956, and is intended to be and shall be construed to be in compliance with the requirements thereof.

SIGNED AND SEALED this _____ day of _____ 20__.

In the presence of:

(Seal)

_____
PRINCIPAL

_____ _____
TITLE WITNESS

(Seal)

_____
SURETY

_____ _____
TITLE WITNESS

DOCO Longwood Drive Drainage Improvements
BID REFERENCE NO. 27-040

CONTRACT

THIS AGREEMENT, made as of the _____ day of_____20__, by and between Dougherty County Board of Commissioners (Party of First Part, hereinafter called the Owner) and _____**,** (Party of the Second Part, hereinafter called the Contractor).

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

The Owner shall pay and the Contractor shall receive the **UNIT PRICES** stipulated in the Bid for **DOCO Longwood Drive Drainage Improvements** as full compensation for everything furnished and done by the Contractor under this Contract. The full sum of **$**_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

It is agreed between the parties that if, at any time after the execution of the Agreement and the surety bonds hereto attached for its performance, the first party shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five (5) days after receipt of notice from the first party, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Agreement until such new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the first party.

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

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

Contractor agrees to indemnify and hold harmless the County, 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 County.

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

ATTEST:

_____
(CLERK)

(SEAL)

Dougherty County Board of Commissioners
Owner

By: _____

_____
PRINTED NAME

_____
TITLE

_____
CONTRACTOR

By: _____

_____
PRINTED NAME

_____
TITLE

_____
WITNESS