CITY OF Albany GEORGIA

October 12, 2026

INVITATION TO BID
Well No. 21 Rehabilitation
Bid Reference No. 27-032

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 16, 2026,** for all work required to rehabilitate and upgrade Well No. 21 in accordance with bid documents, specifications, and all other contract documents.

A Pre-Bid Conference will be held on **October 29, 2026, at 10:00 a.m. at 222 Pine Avenue, Albany, Georgia 31701.** The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

This project will be bid on a lump sum and unit price basis for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total lump sum and unit price bid. 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.

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 informality 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 Destiny Solomon, Buyer I, at (229) 302-1458. Submit all questions via email to dsolomon@albanyga.gov cc: kross@albanyga.gov. The deadline for questions is **November 9, 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. S,hould 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. Contractors 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 MVI.
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.**

CITY OF ALBANY
SPECIAL INSTRUCTIONS TO BIDDERS
Well No. 21 Rehabilitation
BID REF. #27-032

1. **General Information:** Well #21 Rehabilitation - The project consists of the rehabilitation and upgrading of Well No. 21, including improvements to the well, pumping equipment, discharge piping, chemical feed systems, electrical systems, and associated facilities. The Contractor shall provide all materials and equipment necessary to complete the project, except for items specifically identified in the plans as City-furnished or designated for reuse or rebuilding. All work shall be completed in accordance with the approved plans and specifications, applicable regulatory requirements, and the City's operational requirements.

   The project includes comprehensive improvements to Well No. 21, as detailed below:

- Pump and Motor Upgrades: Remove and replace the existing pumping equipment with a new pump and motor capabl of meeting the required design flow, total dynamic head, and operating conditions specified in the plans.
- Pump Base Reconstruction: Demolish and reconstruct the existing pump base to accommodate the upgraded pumpin equipment and meet applicable Georgia EPD requirements. Include necessary modifications to the well casing, discharge head, and associated components.
- Discharge Piping Improvements: Remove and replace the existing discharge piping, valves, fittings, and associated appurtenances as necessary to accommodate the new pump discharge head elevation and piping configuration specified in the plans.
- Chemical Feed System Improvements: Remove and replace the existing chlorine and fluoride feed equipment, including chemical feed pumps, storage tanks, scales, piping, and associated components, as specified in the plans.
- Building and Facility Improvements: Perform the necessary building modifications, including separation of the chlorine and fluoride feed rooms, installation of new doors, ventilation improvements, and associated structural and facility upgrades as detailed in the plans.
- Electrical and Control Improvements: Perform the necessary electrical, instrumentation, and control system upgrades. including installation of the new variable frequency drive (VFD), electrical panels, wiring, lighting, and associated components as specified in the plans.
- Final Testing and Return to Service: Upon completion of the improvements, perform final pump performance testing, disinfection, water quality sampling, and laboratory testing necessary to verify satisfactory operation and compliance with applicable Georgia EPD requirements before placing the well back into service

Dropbox Link w/ Specifications:
https://www.dropbox.com/scl/fo/pq4zb647icmdv2p8pzima/AFFvOwM2Uw1F72dVKWRFCf8?rlkey=kprcgeevf83ir6pkcbto3eos&st=5hfwl6k5&dl=0

2. Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with specifications, general conditions, special instructions to bidders and all other provisions included in this invitation to bid.

3. Bidder shall be responsible for visiting the job site and familiarizing yourself with the local conditions.

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

5. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process.

6. The Owner of this project is the City of Albany.

7. **Contract Time:** Contract must be completed within **one hundred fifty (150)** 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.

8. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor fail to complete the work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the rate of **two hundred fifty ($250)** per calendar day.

9. **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, 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 presented in its original form. Copies are not acceptable.

10. **Performance Bond and Payment Bonds:** A 100% Performance Bond and 100% Labor and Materials Payment Bond will be required of awarded bidder. All bonds must be submitted to the Procurement Office before work can commence. The bonds must be presented in their original form. Copies are not acceptable.

11. **Bid Form:** Bid form **must** be submitted on the bid form provided by the City of Albany. Bid is for a unit sum contract and will be awarded to the responsive and responsible bidder submitting the lowest total base bid.

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

notified within 30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage.

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

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

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

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

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

18. **Permits & Fees:** Within **five (5) days** following the issuance of the Notice to Proceed, the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate(s) before any work can commence. This documentation should be on file in the Procurement Office prior to the start of any work associated with this contract. The contractor is required to contact **the Project Manager, David Apperson, at 229-809-6233 within five (5) days of completion for a final inspection.** Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration **prior** to commencement of work.

19. **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.

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

21. **Preservation of Property:** The contractor shall carry out his work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at his own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in

performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.

22. **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.

23. **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.

24. **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.

25. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.

26. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

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-Construction Conference:** Successful bidder will be required to attend a Pre-Construction Conference with the owner's representative to discuss any details of the project, submit a proposed work program/ schedule prior to the issuance of a Notice to Proceed. When work begins, contractor shall remain on this project, with normal work force, until the project is completed.

29. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that he is in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your bid.**

30. **Contractor's Warranty:** Contractor shall guarantee all specified work performed for a period of thirty (30) days 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.

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

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

32. **Pre-Bid Conference:** A pre-bid conference will be held on **October 29, 2026, at 10:00 a.m.** at **222 Pine Avenue Suite 260, Albany, Georgia 31701.** All interested bidders are strongly encouraged to attend.

33. For additional information, contact Destiny Solomon, Buyer I, at (229) 302-1458. Submit all questions via email to dsolomon@albanyga.gov cc: kross@albanyga.gov. The deadline for questions is **November 9, 2026, at 2:30 pm.** Replies of substance will be answered in the form of an addendum and made available to all potential bidders.

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 ($_____),towhich 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____.

Principal (Seal) In the Presence Of:

_____

Title Witness

Surety (Seal)

_____

Title Witness

COMPLETE AND SUBMIT

Proposal Reference No. 27-032

BID FORM

SCHEDULE Of DBE PARTICIPATION

Name of Proposer: _____ __

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

DBE PARTICIPATION TOTAL VALUE.....$_____ __

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

_____

Sworn to and subscribe before me, this ___ day of_____,20____.

_____ (SEAL)

NOTARY PUBLIC

Name (Typed)_____ __

COMPLETE AND SUBMIT

CITY OF ALBANY
BID REFERENCE NO. 27-032
ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Addendum No. 1	0	Addendum No. 3	0
Addendum No. 2	0	Addendum No. 4	0

0 No Addenda received for Bid Reference NO.27-032

_____
Print Name and Title of Authorized Signer

_____
Authorized Signature

_____
Date

COMPLETE AND SUBMIT

GOVERNING LAW AND VENUE

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

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

DATE: _____ __

COMPANY NAME: _____ __

AUTHORIZED REPRESENTATIVE NAME: _____ __

TITLE: _____ __

SIGNATURE: _____ __

COMPLETE AND SUBMIT

CERTIFICATION OF *NON-COLLUSION*

The bidder being sworn, disposes and says, _____ __

_____

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

DATE: _____

COMPANY NAME: _____ __

AUTHORIZED REPRESENTATIVE NAME: _____ __

TITLE: _____ __

SIGNATURE: _____ __

COMPLETE AND SUBMIT

Drug Free Workplace Certification

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

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

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

DATE: _____ __

COMPANY NAME: _____ __

AUTHORIZED REPRESENTATIVE NAME: _____ __

TITLE: _____ __

SIGNATURE: _____ __

COMPLETE AND SUBMIT

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

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

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

DATE: _____ __

COMPANY NAME: _____ __

AUTHORIZED REPRESENTATIVE NAME: _____ __

TITLE: _____ __

SIGNATURE: _____ __

COMPLETE AND SUBMIT

INDEMNITY AGREEMENT

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

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

_____

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

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

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

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

[CORPORA TE NAME]

By : ----------

Title.....

Attest:_____ _

Title _____ _

[Affix Corporate Seal]

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	27-032
Solicitation /Contract Name:	Well No. 21 Rehabilitation

CONTRACTOR AFFIDAVIT

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

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

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

_____ _____

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

_____

Name of Contractor

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

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) Title (of Authorized Officer or Agent

Contractor)

_____ _____

Signature (of Authorized Officer or Agent) Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____ __

COMPLETE AND SUBMIT

Advertisement Form

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

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

1. Internet/Social Media to include Facebook, etc. Yes_ No__
2. City of Albany website Yes____ No__
3. City of Albany local access channel (channel 16) Yes_ No__
4. Georgia Procurement Registry Yes_ No__
5. other: _____ __

Please indicate if you are a DBE: Yes.___ No_____

DATE: _____ __

COMPANY NAME: _____ __

AUTHORIZED REPRESENTATIVE NAME: _____ __

iIILE: _____ __

SIGNATURE: _____ __

CONTRACT
Well No. 21 Rehabilitation
Bid Reference No. 27-032

THIS AGREEMENT, made as of the _ day of_____20___ , by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____ _____(Party of the Second Part, hereinafter called the Contractor).

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

The Owner shall pay, and the Contractor shall receive the **LUMP SUM** stipulated in the Bid for the **Well No. 21 Rehabilitation Bid Ref. #27-032** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump 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.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

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

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

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

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

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

CITY OF ALBANY, GA.
(Owner)

BY: _____ __
AUTHORIZED SIGNATURE

_____
(Title)

_____
(Contractor)

(SEAL)

By: _____

_____
(Title)

_____
(Witness)

_____
(Witness)