

**NORTHSIDE WPCP DIFFUSER AND
DAVIS BROS CURTAIN REPLACEMENT**

**CITY OF COMMERCE
COMMERCE, GA**

Bid Date:	<u>May 30, 2024</u>	Project No	<u>CATL230031</u>
	Northside WPCP Diffuser and Davis Bros Curtain		
Project Name:	<u>Replacement</u>	Technical Contact:	<u>Graham Sizemore</u>
Date of Issue:	<u>April 26, 2024</u>	Estimated Project Cost:	<u>N/A</u>

OWNER
City of Commerce
545 Cedar Drive
Commerce, GA 30529
706-335-3164

ENGINEER
Goodwyn Mills Cawood, LLC
6120 Powers Ferry Rd. NW, Suite 200
Atlanta, GA 30339
770-952-2481

The City of Commerce, Georgia will be receiving separate sealed Bids for all material, labor and equipment for the “Northside WPCP Diffuser and Davis Bros Curtain Replacement”. This includes approximately **Replace complete diffuser system in each digester (two [2] total), two (2) plug valves and associated piping modifications, and two (2) lagoon baffle curtains.** with all related accessories as shown on the plans and called for in the Contract Documents and Technical Specifications. Bids shall be based on Unit Price Items.

The project shall be Substantially Complete within 180 calendar days from the date of notice to proceed of the contract.

The City of Commerce will receive bids until **2:00 PM on May 30, 2024 at 545 Cedar Drive, Commerce, GA 30529.** Bids received after this time will not be accepted. Bids will be opened and publicly read aloud. All interested parties are invited to attend.

Contract Documents, Technical Specifications and Plans may be examined at the following locations:
City of Commerce Planning & Utilities, 545 Cedar Drive, Commerce, GA 30529
Goodwyn Mills Cawood, LLC 6120 Powers Ferry Rd. NW, Suite 200, Atlanta, Georgia 30339

Bid Advertisement may be examined at the following locations:
Georgia Local Government Access MARKETPLACE at the link below:
<https://www.glga.org/>
Georgia Procurement Registry (GPR): <https://ssl.doas.state.ga.us/gpr/index>

All Bidders are required to purchase Bidding Documents, Specifications and Drawings from the office of **Goodwyn Mills Cawood, LLC**, upon non-refundable payment of **\$100.00.** Interested BIDDERS please contact **Kim Ross** at (770) 952-2481 or kim.ross@gmcnetwork.com for bid documents.

Each BIDDER must deposit with his bid, security in the amount of 5%, and shall be subject to the conditions provided in Section 00 20 00 “INSTRUCTION TO BIDDERS.”

No BIDDER may withdraw his bid within sixty (60) days after the date of Bid opening.

Each Bidder is required to submit a “Bid form”, “Bid Bond”, “Form of Qualification of Bidder”, “Non-Collusion Affidavit” and “Immigration and Security Form” as outlined in Section 00 25 00.

This contract is Local funded.

The **City of Commerce** reserves the right to waive any informalities or irregularities, or to reject any or all bids and to readvertise.

Visit <http://www.gmcnetwork.com/bids> for a list of projects out for bid. Then select the appropriate project for a list of bidders and additional bid information.

END OF SECTION 00 10 00

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ARTICLE 1 DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents are available from the location and for the amount stated in Section 00 10 00 "Advertisement for Bids".
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence of any data requested by Owner over and above what is to be provided in Section 00 45 00 "Form of Qualification of Bidder".

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 SUBSURFACE AND PHYSICAL CONDITIONS

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site, if any, that Engineer has used in preparing the Bidding Documents. Those reports are located in Section 00 32 00.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General

Conditions has been identified. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 UNDERGROUND FACILITIES

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

- 5.01 No Pre-Bid Conference is scheduled.

ARTICLE 6 SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work is to be obtained and paid for by Contractor.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.01 The Owner or Engineer will not be responsible for oral discussion or interpretation of the meaning of the Plans, Specifications or other pre-bid documents during the Bid Advertisement period.
- 7.02 Every request for such interpretation should be made in writing addressed to **Goodwyn Mills Cawood, LLC, 6120 Powers Ferry Rd. NW, Suite 200, Atlanta, Georgia 30339, or faxed to 770-955-1064 or emailed to graham.sizemore@gmcnetwork.com**, and to be given consideration must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed and/or emailed and/or sent by facsimile transmission to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than seventy-two (72) hours prior to the date fixed for the opening of Bids. Failure of any BIDDER to receive any such Addendum or interpretation shall not relieve such BIDDER from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

ARTICLE 8 BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT TIMES

- 9.01 BIDDER must agree to commence work within ten (10) working days after a date to be specified in a written "Notice to Proceed" from the OWNER and achieve Substantial Completion of the Project as specified in the Agreement, Section 00 52 00 Article 4.01.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.01 BIDDER must agree to pay as liquidated damages, as specified in the Agreement, Section 00 52 00 Article 4.02 for each and every consecutive calendar day thereafter the completion date, for which the completion of the project is delayed, as hereinafter provided in the General Conditions.

ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 Refer to General Conditions Article 6.05, as may be modified by the Supplementary Conditions

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within ten (10) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute,
- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or typed and the Bid signed in ink. The person signing the Bid Form shall initial erasures or alterations in ink. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 A Bid by an individual shall show the **Bidder's name, phone and official address.**
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's Georgia utility contractor license number, if applicable, shall also be shown on the Bid Form.

ARTICLE 14 BASIS OF BID; COMPARISON OF BIDS

- 14.01 The Bid Form for this project will contain 1 section(s). The "UNIT PRICE BID PROPOSAL" will be the sum of the unit price amounts entered and, as more completely described below.
- 14.02 "UNIT PRICE BID PROPOSAL" shall be for the completion of each estimated unit quantity identified in the Bid Form and shall have a unit price and corresponding extended cost for the estimated quantity. The total of all the extended costs shall constitute the "TOTAL AMOUNT OF BASE BID".
- 14.03 ALTERNATES AND COMPARISON OF BIDS
- A. The Bid Form may include additional/deductive alternates for certain specified items of work. Prices must be provided for these special alternates as stated on the Bid Form. The Owner may select all, none or a combination of alternates. The Owner reserves the right to make this selection after receipt of Bids and anticipates a decision within three (3) days after bid opening.
- B. The alternates selected by the Owner will be used in determining the Apparent Low Bidder. The Owner reserves the right to select the low bidder based on any combination of alternates desired. Thus, the lowest price determined from Additional/Deductive Alternates selected will be the basis for comparison to determine the Apparent Low Bidder.

ARTICLE 15 SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, the Bid Bond Form, and other forms required to be submitted. The unbound copy of the Bidding Documents is to be completed and submitted according to Section 00 25 00.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the Georgia Utility Contractor License Number, if applicable, of the Bidder, and the name and address of Bidder; and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid which has been submitted may be modified or withdrawn by an appropriate document duly executed in a like manner that a Bid must be executed, and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Owner may allow that Bidder to withdraw his Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the amounts of the Base Bids and alternates, if any, will be made available to Bidders after Award of project.

ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in these documents, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

"Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner or Design Consultant, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 NOTICE OF AWARD

The party to whom the contract is to be awarded will be issued the NOTICE OF AWARD from the OWNER within 60 days of bid opening. The NOTICE OF AWARD shall be accompanied by the Agreement, Bond forms, Indemnification requirements, and MBE, WBE, and EEO Compliance forms and documentation (if required for contract). The BIDDER shall execute the Agreement and furnish completed bonds, insurance certificates, any MBE, WBE, and EEO forms, and Construction/Payment Schedules to the OWNER within fifteen (15) calendar days of receipt of NOTICE OF AWARD. Failure to furnish the completed documentation shall constitute a forfeiture of the Contractor's Bid Bond.

ARTICLE 20 CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, such bonds and insurance certificates shall accompany it.

ARTICLE 21 SIGNING OF AGREEMENT

21.01 AGREEMENT

The OWNER within fifteen (15) calendar days of receipt of acceptable bonds, insurance certificates, AGREEMENT signed by the party to whom the AGREEMENT was awarded, and other required forms and schedules, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT or shall notify the contractor of the reasons the documents are not acceptable. Should the OWNER not execute the AGREEMENT within such period or not notify the contractor of the reasons for not executing, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

21.02 NOTICE TO PROCEED

The NOTICE TO PROCEED shall be issued within fifteen (15) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) calendar period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

END OF SECTION 00 20 00

Bid Proposal packages are to be submitted on **separate forms** furnished or printed from electronic file provided for this purpose.

Submit as the "Bid" the following:

1. Bid Form – Section 00 41 00
2. Bid Bond – Section 00 43 00
3. Form of Qualification of Bidder – Section 00 45 00
4. Non-Collusion Affidavit – Section 00 48 00
5. Immigration and Security Form – Section 00 49 00
6. Tab the Bid Bond, Base Bid and all Alternates.

Place all of the above in a sealed envelope clearly marked as follows:

BID PROPOSAL FOR
City of Commerce
Northside WPCP Diffuser and Davis Bros Curtain Replacement

NOTE: The envelope should bear on the outside the **NAME** and **ADDRESS** of the **QUALIFIED BIDDER**, and **Georgia Utilities Contractors License Number (if applicable)**.

If mailed, this envelope should be placed inside the mailing envelope.

Bids will be opened at **2:00 PM, TBD** at **27 Sycamore Street, Commerce, GA 30529**.

END OF SECTION 00 25 00

EXISTING REPORTS AND SURVEYS

1.01 SUBSURFACE INVESTIGATION REPORT

- A. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants did not rely upon reports of explorations or tests of subsurface conditions at the Site, except as noted on Drawings.

END OF SECTION 00 32 00

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ARTICLE 1 – BID RECIPIENT

1.01 BID RECIPIENT

This Bid is submitted to: City of Commerce

27 Sycamore Street

Commerce, GA 30529

This Bid is Submitted From: _____

(Name and Address of Individual, Partnership, or Corporation)

Georgia Utility Contractor No. (if applicable)

This Bid is for: Northside WPCP Diffuser and Davis Bros Curtain
Replacement

TBD 2:00 PM

(Date)

(Time)

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all reports (if applicable) of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or

discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID PROPOSAL

Northside WPCP Diffuser and Davis Bros Curtain Replacement

INSERT BID FORM HERE

ALTERNATES:

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be Substantially Complete in accordance with Paragraph 14.04 of the General Conditions, and will be Final Complete and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Bid Bond – Section 00 43 00.
 - B. Form of Qualification of Bidder – Section 00 45 00.
 - C. Affidavit of Non-Collusion – Section 00 48 00.
 - D. Immigration and Security Form – Section 00 49 00.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

A Partnership

Partnership Name (typed or printed): _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Authorization to do business in the state of Georgia is ___/___/___

END OF SECTION 00 41 00

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name)

(Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:
City of Commerce

27 Sycamore Street

Commerce, GA 30529

BID
Bid Due Date: _____

Northside WPCP Diffuser and Davis Bros Curtain Replacement _____

BOND

Bond Number: _____

Date (Not later than Bid due date): _____

Penal Sum: _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

Note: 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.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of

Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION 00 43 00

Name of Bidder _____

Phone Number(s) of Bidder _____

Address of Bidder _____

To: _____

Gentlemen:

The signer of this affidavit guarantees the truth and accuracy of all statements and information submitted herein in support of its bid proposal to furnish all materials, equipment, and labor, and to perform all work in accordance with the Contract Documents for:

Northside WPCP Diffuser and Davis Bros Curtain Replacement

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish any pertinent information requested by Owner's Engineer, **Goodwyn Mills Cawood, LLC**, deemed necessary to verify the statements made, information submitted, or regarding the standing and general reputation of the applicant.

The undersigned has not been disqualified by any public agency in the State of Georgia except as is explained as follows: _____.

The undersigned further affirms that, if false information is furnished in support of its bid proposal, it can and will be prosecuted to the fullest extent of the law for perjury.

Dated at _____, this _____ day of _____, 20____.

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

Name of Organization
BY: _____
Title of Person Signing
(If Corporation, Affix Seal)

NOTARY PUBLIC:

My Commission Expires:

PART I - STATEMENT OF EXPERIENCE:

1) Legal Name, Address, and Telephone Number:

2) Check one: Corporation___; Partnership___; Individual

3) If a Corporation, state:

Date of Incorporation _____

State in which incorporated: _____

Name and Title of Principal Officers	Date of Assuming Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If an Out-of-State Corporation, currently authorized to do business in Georgia, give date of such authorization: _____.

4) If Partnership:

Date of Organization: _____

Nature of Partnership (General, Limited, or Association):

Names and Addresses of Partners	Age of Partner
---------------------------------	----------------

_____	_____
_____	_____
_____	_____
_____	_____

5) If an Individual, state -- Name & Address of Owner:

6) Enumerate State, County, or other Public Agencies in which your organization is qualified to perform work by some means of prequalification:

Agency	Trade in Which Qualified	Expiration Date	Approved Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7) Describe your organizational structure, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing, and engineering, field supervision, field engineering, and layout:

(Use extension sheet if necessary)

8) Give names & data about any construction projects you have failed to complete:

(Use extension sheet if necessary)

9) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____. If within the last five (5) years, state name of individual, other organization, and reason therefore:

10) Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____. If within the last five (5) years, state name of individual, name of owner, and reason therefore:

- 11) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of construction methods, costs, etc.? _____.
If yes, state case number, case name, and provide pertinent details, including judgment:

(Attach extension sheet if necessary)

- 12) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of construction methods, costs, etc? _____.
If yes, state case number, case name, and provide pertinent details, including judgment:

(Attach extension sheet if necessary)

- 13) For Corporations name previous officers, if different from item 3, for each of the last five (5) years. For Partnerships, name for the current principal partner any previous partners, or association in another construction firm within each of the last five (5) years. For sole proprietorship, name for the individual any previous officer position in a corporation, or partner in a partnership for each of the last five (5) years:

20 _____

20 _____

20 _____

20 _____

20 _____

14) Indicate type of contracting undertaken by your organization and number of years experience:

As Prime Contractor: Type: _____ No. of Years _____

Type: _____ No. of Years _____

As Subcontractor: Type: _____ No. of Years _____

Type: _____ No. of Years _____

15) Give any special qualifications of firm members (Registered Engineer, Surveyor, etc.)

16) List Major Equipment to be Used on this Project and Equipment Condition:

17) Percentage of Work to be Performed with Own Forces:

18) Name of Proposed Subcontractors with Whom You Intend to Affiliate. (What phase and percentage of work will each subcontractor perform?)

19) State construction experience of principal members of your organization:

Name	Title	Constr. Exp. Years	Type of Work	Cost Range	In What Capacity

20) List the construction contracts your organization has underway at this time:

<u>Name of Project</u>	<u>Prime Contractor Name and Address</u>	<u>Date of Contract</u>	<u>Contract Amount</u>	<u>% Complete</u>	<u>Design Architect/Engineer Name and Address</u>	<u>Owner Name and Address</u>

(Use extension sheet if necessary)

21) List the construction contracts your organization has completed in the past five (5) years:

<u>Name of Project</u>	<u>Prime Contractor Name and Address</u>	<u>Date of Completion</u>	<u>Contract Amount</u>	<u>Design Architect/Engineer Name and Address</u>	<u>Owner Name and Address</u>

**NORTHSIDE WPCP DIFFUSER AND
COMMERCE**

CITY OF

DAVIS BROS CURTAIN REPLACEMENT

COMMERCE, GA

(Use extension sheet if necessary)

22) What is the largest contract (dollar costs) ever performed by your organization?

Name of Work: _____

Total Contract Amount: _____

Amount of Your Contract: _____

23) How much time was lost during the last two (2) years from strikes?

Total Man Days _____ Total Calendar Days: _____

Explain Cause: _____

PART II - GENERAL FINANCIAL INFORMATION:

1) Give total contract value of work accomplished by your organization in each of the last three (3) years:

20__ - \$ _____ 20__ - \$ _____ 20__ - \$ _____

2) Give contract value of work now pending award to your organization:

\$ _____ State amount requiring bond if awarded: \$ _____

3) Give the value of any judgments or liens outstanding against your organization:

\$ _____

Explain: _____

4) Give names of Surety Companies & Agent under which you have functioned within the last three (3) years:

20__ _____

20__ _____

20__ _____

5) Estimate your maximum bonding capacity: \$ _____

How much is unencumbered as of this date? \$ _____

6) Has any Surety Company refused to write you a bond on any construction work? _____

If yes, explain: _____

7) What is the dollar value of the largest project you consider your organization is qualified to undertake?

\$ _____

END OF SECTION 00 45 00

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____
the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; including Section 36-91-21 (a) and other relevant parts of the Georgia Code.

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____
or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to before me
this ____ day of _____, 20____

Notary Public:

My Commission expires:

END OF SECTION 00 48 00

SB529 (The Ga Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contract.

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature Title
Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with [NAME OF PUBLIC EMPLOYER], contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the [NAME OF THE PUBLIC EMPLOYER] at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [NAME OF CONTRACTOR] on behalf of [NAME OF PUBLIC EMPLOYER] has registered with and is participating in a federal work authorization program* [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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

END OF SECTION 00 49 00

To: _____

Date: _____
Project: Northside WPCP Diffuser and Davi
Bros Curtain Replacement

The OWNER has considered the BID submitted by you dated _____, 20_____, for the above described WORK in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement, submit the Payment Bond, Performance Bond and Certificates of Insurance, within fifteen (15) calendar days from the date of this Notice to you.

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this Notice of Award and declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____

City of Commerce
Owner

By _____

(s) _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Dated this _____ day of _____, 20_____.

Contractor

By _____

(s) _____

Title _____

END OF SECTION 00 51 00

THIS AGREEMENT is by and between City of Commerce
(Owner)
and _____
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Completion of the **Northside WPCP Diffuser and Davis Bros Curtain Replacement** as more completely described in Section "00 41 00 Bid Form".

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Same as Article 1.01 above.

ARTICLE 3 ENGINEER

3.01 The Engineer is **Goodwyn Mills Cawood, LLC**, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 The date for Substantial Completion and Final Completion in accordance with Paragraph 14.04 of the General Conditions shall be **180** calendar days from the date of the Notice to Proceed.

4.02 Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12

of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for each calendar day that expires after the time specified in Paragraph 4.01 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1000.00** for each day that expires after the time specified in Paragraph 4.01 for Substantial Completion and until the Work is completed.

ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined, at the unit prices stated in Contractor's Bid, the amount of _____, for the several respective items of work completed subject to additions and deductions as provided in the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.B and C below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold as retainage, in accordance with Paragraph 14.02 of the General Conditions: If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that

as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage withheld beyond the previous retained amount.

- C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any liquidated damages.

ARTICLE 7 INTEREST

- 7.01 All moneys not paid when due as provided in Article 8 and 14 of the General Conditions, as supplemented, accrue interest in the amount as allowed per code of Georgia 13-11-7.

ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions, if any, at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 51, inclusive).
 - 5. Supplementary Conditions (pages 1 to 14, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of ___ sheets.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
 - c. Insurance Certificates.
 - d. All MBE, WBE, & EEO Documentation, as applicable.
 - e. Funding Agency forms, as applicable.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

10.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterpart of each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, ____ (which is the Effective Date of the Agreement).

OWNER:
City of Commerce

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No: _____
(Where applicable)

Agent for service or process:

END OF SECTION 00 52 00

To: _____ Date: _____
_____ Northside WPCP Diffuser and Davi
_____ Project: Bros Curtain Replacement

You are notified that the contract Time under the above contract will commence to run on _____, 20___. On this date you are to start performing your obligations under the Contract Documents and you are to achieve Substantial Completion within _____ consecutive calendar days thereafter. In accordance with Article 4 of the Agreement, the date to achieve Substantial Completion and readiness for final payment is _____, 20___.
.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this _____ day of _____, 20_____.

City of Commerce
Owner

By _____

(s) _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Contractor

By _____

(s) _____

Title _____

Dated this ____ day of _____, 20__.

END OF SECTION 00 55 00

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name)	SURETY (Name and Address of Principal Place of Business):
(Address):	

OWNER:	CONTRACT:
City of Commerce	
27 Sycamore Street	Date
Commerce, GA 30529	Amount
	Description

BOND
Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Surety's Name and Corporate Seal (Seal)
Signature: _____ (Seal) Name and Title	By: _____ Signature and Title (Attach Power of Attorney)
Print Name: _____	Attest: _____ Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____(Seal)
Name and Title:

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Note: 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.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
 - b. Deny liability in whole or in part and notify Owner citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in

any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on

the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION 00 61 00

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

_____	_____
BIDDER (Name)	SURETY (Name and Address of Principal Place of Business):
_____	_____
(Address):	
_____	_____

OWNER:	CONTRACT:
_____	_____
City of Commerce	Date
_____	_____
27 Sycamore Street	Amount
_____	_____
Commerce, GA 30529	Description
_____	_____

BOND
Bond Number: _____
Date (Not earlier than Contract Date): _____
Amount: _____
Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	_____
	Surety's Name and Corporate Seal (Seal)
Signature: _____ (Seal)	
Name and Title	
Print Name: _____	By: _____
	Signature and Title (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Note: 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.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

2. With respect to Owner, this obligation shall be null and void if Contractor:

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

4. Surety shall have no obligation to Claimants under this Bond until:

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to

sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's

Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION 00 61 50

I, the undersigned, _____, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached contract(s), surety bonds, certificate of insurance, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By _____
(s) _____
Title _____
Date _____

END OF SECTION 00 62 00

Project: Northside WPCP Diffuser and Davis Bros Curtain Replacement	Owner: City of Commerce	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: CATL230031

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions:

_____ Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

END OF SECTION 00 62 50

FROM: _____
(Name of Contractor)

TO: _____

REFERENCE PROJECT NO. _____ ENTERED INTO THE _____ DAY
OF _____, 20__, BETWEEN _____,

AND _____
(Name of Contractor)

OF _____
(City) (State)

FOR: _____,

PROJECT NO. _____,

LOCATED IN _____.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the OWNER to the Contractor, under the contract and duly approved Change Orders and modifications the balance of \$_____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the _____ to the Contractor:
(Name of OWNER)
(a) _____
(b) _____
(c) _____
(d) _____
(Itemize claims and amounts due) (If none, so state)

3. The undersigned further certifies that all work required under this contract including work required under change orders numbers _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

- 4. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from _____ all sums of money payable to the undersigned under or pursuant to the above-mentioned contract or any modification or change thereof.
- 5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release _____ from any and all claims arising under or by virtue of this contract, except the amount listed in paragraph 2 hereof; provided, however, that if for any reason, _____ does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release _____ from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the _____ may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

Contractor

Signature (SEAL)

Title of Officer

_____, being first duly sworn on oath, deposes and says that he is the (Affiant)

_____ of the _____,
Title Name of Company

second, that he has read the foregoing certificate by him subscribed as _____
Title
of _____.
Name of Company

Affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true. _____
(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission expires _____
(Notary)

(Date)

END OF SECTION 00 64 00

**NORTHSIDE WPCP DIFFUSER AND
DAVIS BROS CURTAIN REPLACEMENT**

**CITY OF COMMERCE
COMMERCE, GA**

Date of Issuance: _____ Effective Date: _____

Project: Northside WPCP Diffuser and Davis Bros Curtain Replacement	Owner: City of Commerce	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: CATL230031

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
 - Nonagreement on pricing of proposed change.
 - Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

END OF SECTION 00 94 00

**NORTHSIDE WPCP DIFFUSER AND
DAVIS BROS CURTAIN REPLACEMENT**

**CITY OF COMMERCE
COMMERCE, GA**

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Northside WPCP Diffuser and Davis Bros Curtain Replacement	Owner: City of Commerce	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: CATL230031

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: ~ Working days ~ Calendar days Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):	By: _____	Date: _____

END OF SECTION 00 94 10

**NORTHSIDE WPCP DIFFUSER AND
DAVIS BROS CURTAIN REPLACEMENT**

**CITY OF COMMERCE
COMMERCE, GA**

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Northside WPCP Diffuser and Davis Bros <u>Curtain Replacement</u>	Owner: City of Commerce	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: CATL230031

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ (Specification Section(s)) _____ (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer: _____

Receipt Acknowledged by (Contractor): _____ Date: _____

Copy to Owner
END OF SECTION 00 94 20