

Bid Documents



UTILITY DEPARTMENT

327 N. Ashley Street
Valdosta, Georgia 31601

FOR:

DISCHARGE MANHOLE REPLACEMENT

Opening Date/Time:

December 10th, 2024 11:00 a.m.

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the specifications of the work proposed. This project will be funded by a GEFA loan and will be required to meet the Davis-Bacon Wage Rates and AIS standards.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the project name on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

**BIDDING DOCUMENTS AND
CONTRACT DOCUMENTS**

For

DISCHARGE MANHOLE REPLACEMENT

LOWNDES COUNTY UTILITY DEPARTMENT

TABLE OF CONTENTS

1. Advertisement / Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Unit cost schedule
5. Addenda
6. Bid Bond
7. Notice of Award
8. Contract Agreement
9. Contract Conditions
10. Notice to Proceed
11. Drug-Free Workplace Certification
12. Waiver of Lien
13. Attachment 1 - Contractor Affidavit

ADVERTISEMENT TO BID

Lowndes County is accepting bids for
LOWNDES DISCHARGE MANHOLE REPLACEMENT

This project will include two different sites. The first site is the Val Del Road Discharge Manhole Replacement which includes the replacement of a forcemain discharge manhole and two downstream gravity manholes along Val Del Road near the intersection of Bishop Lane (Moody Family Housing Development). The work will include the replacement of the manholes, replacement of ± 30 LF of 18" PVC gravity sewer, bypass pumping, dewatering, traffic control, and road/asphalt repair/replacement. The second site is the Francis Lake Discharge Manhole Replacement and includes the replacement of a forcemain discharge manhole at the Lowndes County utility maintenance facility off of Mill Store Road. The work will include the replacement of the manhole, reconnecting three contributing forcemains, bypass pumping, and dewatering.

The contract time is 180 calendar days. The Bid Documents may be viewed at the Lowndes County Utilities office, 327 N. Ashley Street, Valdosta, Georgia on the 1st floor of the Administration building and a pdf copy of the bid documents can be obtained from the Lowndes County website.

There will be a mandatory pre-bid meeting on **November 25th, 2024 at 11:00 a.m., on the 1st Floor, Utilities Department Conference Room** of the Lowndes County Administration Building, 327 N. Ashley Street.

Lowndes County will receive sealed proposals on this project until **December 10th, 2024 at 11:00 a.m., in the Lowndes County Administration Building, 1st Floor, Utilities Department Conference Room**, located at 327 N. Ashley Street, Valdosta, Georgia 31601, (229-671-2500) where at such time and place the proposals will be publicly opened and read. A 5% bid bond is required.

All Bidders shall be licensed underground utility contractors in the State of Georgia.

Run in Valdosta Daily Times November 8th and November 22nd

INSTRUCTIONS TO BIDDERS

1. Proposals must be made upon the form of proposal attached hereto. They must be enclosed in a sealed plain envelope with the following information on the outside of the envelope:

Discharge Manhole Replacement
Name of Contractor
Underground Licensed Utility Contractor Number

The bids can be mailed or hand delivered to Lowndes County at 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: Steve Stalvey.

2. The construction documents include the plans and specifications titled “Discharge Manhole Replacement” by LEA, PC.
3. The prices shall be written in the proposal in figures. No Bidder will be allowed to withdraw their proposal for any reason after the bids have been opened.
4. The project specifications represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to ensure, if possible, that all bids submitted shall not be subject to correction or alteration after they have been filed, opened, and publicly read. In view of a usual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted for each type of equipment offered. The County reserves the right to evaluate any or all bids, particularly where there is a range in the specifications. Special consideration will be given to the ready availability of repair parts and service.
5. It is expressly understood by the Bidder that written Notice of Award or purchase order by the County will constitute an agreement by the County. The Advertisement/Invitation to Bid, Instructions to Bidders, Proposal, Notice of Award, Contract Agreement, Contract Conditions, Notice to Proceed, Drug-Free Workplace Certification, Waiver of Lien, and the referenced Specifications, Construction Plans and Drawings constitute the entire Agreement and understanding between the Lowndes County Board of Commissioners and the Contractor in respect of this Project, and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
6. The Bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.

7. Specifications referred to are a minimum. Therefore, unless otherwise indicated by the Bidder, the County will assume proposals meet or exceed all specifications.
8. The names of a certain brand, make, or definite specifications are to denote a quality standard of the article desired, but do not restrict Bidders to a specific brand, make or manufacturer named; it is to set forth and convey to prospective Bidders the general style, type, character and quality of the article desired.
9. The award of the contract will be made to the lowest responsible Bidder taking into consideration past quality performance. The County reserves the right to reject all bids as they appear in its own best interest and to waive technicalities.
10. During the bidding process, all changes, interpretations, and supplemental instructions to the contract documents shall be issued as addenda to all Bidders. All addenda are to be acknowledged in the proposal.
11. Each bid must be accompanied by a Bid Bond in the amount of 5% of the bid. A certified check for this amount may be submitted in lieu of the Bid Bond. Bid Bonds on the Surety Company's standard form must be duly executed by the Bidder as principal, and must be by a surety company licensed to do business in the State of Georgia and listed in the latest issue of U. S. Treasury Circular 570. Failure to submit a properly executed Bid Bond or certified check will result in the bid being rejected.
12. Each Bidder must inform themselves fully on all the conditions at the site, transportation conditions, material costs, and all other matters affecting the cost of construction. Each Bidder shall study the plans, specifications, contract and proposal form prior to submitting a proposal. Each Bidder shall also make such examinations on the ground as necessary to be thoroughly familiarized with the nature and extent of the proposed construction.
13. The contract documents are complimentary, and what is called for by one shall be binding as if called for by all.
14. The intent of the contract documents is to provide for all construction and completion of the work shown on the drawings and described in the specifications.
15. The latest edition of the Lowndes County Utility Specifications shall govern the work on this project.
16. The contract is a unit price contract with payment to be based on actual quantities of work measured. The list of items shown in the Unit Price Schedule is inclusive of all the work shown and described. In case of changes in the drawings and specifications that produce new items of work not described in the unit price schedule, Change Orders will be issued

to include such items of work.

17. The Project shall be substantially completed within 180 calendar days.
18. Lowndes County reserves the right to review and reject any subcontractors. A list of subcontractors shall be submitted to Lowndes County by the Contractor after the Notice of Award has been issued.
19. American Iron and Steel (AIS) requirements apply to this project. Specific requirements are included in these bid documents.
20. GEFA loan requirements must also be satisfied, including Davis-Bacon wage rates.

END OF SECTION

PROPOSAL

To Lowndes County, Lowndes County, Georgia:

Submitted: _____, 20_____

The undersigned, as Bidder, hereby declares that they have examined the site of the work and have informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Specifications and Drawings for the work and contractual documents relative thereto; and that they have satisfied themselves to the work to be performed.

The Bidder proposes and agrees that, if they become the Successful Bidder on the basis of this Proposal, they will contract with the Lowndes County Board of Commissioners, Lowndes County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following price:

\$ _____

Submitted By: _____
(Company Name)

UNIT COST SCHEDULE**DISCHARGE MANHOLE REPLACEMENT**

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
Val Del Road Site						
1	Mobilization, Bonds, Temp. Facilities	1	LS	\$		\$ -
2	Traffic Control	1	LS	\$		\$ -
3	Dewatering	1	LS	\$		\$ -
4	Bypass pumping	1	LS	\$		\$ -
5	Erosion Control	1	LS	\$		\$ -
6	Demolition and Structure Removal	1	LS	\$		\$ -
7	6' Diameter HDPE Lined Manhole, including connection of forcemains and select backfill.	1	EA	\$		\$ -
8	5' Diameter HDPE Lined Manhole, including select backfill.	2	EA	\$		\$ -
9	18" SDR 26 PVC, including connection to existing gravity PVC	1	LS	\$		\$ -
10	Remove and Replace Asphalt, including white edge line paint.	1	LS	\$		\$ -
11	Asbuilt Survey	1	LS	\$		\$ -
12	Alternate to expedite installation in the event of manhole failure within 60 days of notice to proceed. If manholes do not fail within 60 days of notice to proceed, this line item will not be applicable.	1	LS	\$		\$ -
Francis Lake Site						
13	Mobilization, Bonds, Temp. Facilities	1	LS	\$		\$ -
14	Traffic Control	1	LS	\$		\$ -
15	Dewatering	1	LS	\$		\$ -
16	Bypass pumping	1	LS	\$		\$ -
17	Erosion Control	1	LS	\$		\$ -
18	Demolition and Structure Removal	1	LS	\$		\$ -
19	6' Diameter HDPE Lined Manhole, including connection of forcemains and select backfill.	1	EA	\$		\$ -
20	Asbuilt Survey	1	LS	\$		\$ -
					Subtotal	\$ -
					Supplemental Work Allowance (10% of Subtotal)	\$ -
					Total Bid	\$ -

ADDENDA

Receipt of the following addenda is acknowledged:

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

BID BOND

The Bidder proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Owner and shall fully complete all work thereunder within the time described in the contract agreement.

The undersigned further agrees that, in case of failure on their part to execute the said Contract and the bond within fourteen (14) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the moneys payable thereon, shall be paid into the funds of Lowndes County, as liquidated damages for such failures; otherwise the check or bid bond accompanying this Proposal will be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of

Or a Bid Bond by the

In the amount of _____ Dollars

(\$ _____) made payable to Lowndes County in accordance with the conditions herein. The bid security will be in force for sixty (60) calendar days.

Submitted: _____

By: _____

Title: _____

(Note: If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.)

Bidder's Address: _____

Telephone Number: _____

NOTICE OF AWARD

To: Contractor
Address line 1
Address line 2

PROJECT DESCRIPTION: Discharge Manhole Replacement

The OWNER has considered the BID submitted by you for the above-described work in response to its advertisement for BIDS.

You are hereby notified that your BID has been accepted for items in the amount of:

\$ _____

You are hereby required to execute the Agreement and furnish the required Contractor's CERTIFICATION OF INSURANCE with a 30-day notice of cancellation and PERFORMANCE AND PAYMENT BONDS (for 100% of the contract amount) within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BOND and CERTIFICATIONS within fourteen (14) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2024

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

CONTRACTOR: _____

DATE: _____

**LOWNDES COUNTY BOARD OF COMMISSIONERS
CONTRACT AGREEMENT**

This agreement made and entered into this ____ day of _____, 2024 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and _____, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WITNESSETH: Whereas, the County and the Contractor, desire the improvement and repairs of a certain project and the Contractor desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose. The project being more particularly described as follows:

Discharge Manhole Replacement

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with a ten (10) day notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

1. The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specifications prepared (or approved) by the County Manager or their authorized representative, the originals of which are on file in the office of the Lowndes County Board of Commissioners and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
2. This Agreement is on a unit basis. It is understood that the quantities are approximate only and are subject either to increase or decrease and any increases or decreases are to be paid for at the contract price.
3. The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of:

\$(written dollar amount) _____

4. The County and Contractor agree that the financing of this project shall be as follows: Payments will be made on a monthly basis.
5. The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work

hereunder, except as otherwise provided in these documents for extension of the time limit, within 180 calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the County that the project is substantially complete, a final site visit will be made, and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list and must achieve final completion by correcting all punch list items within 30 days of receipt. Time is of the essence on this contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 each calendar day that they shall be in default of completing the work, both substantial completion and final completion, within the time named herein. Because of the difficulty of fixing damages suffered by Lowndes County on account of such default, damages are herein agreed upon as stated.

6. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the County. The decision of the Utilities Director upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.
7. It is mutually agreed upon that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the County.
8. Lowndes County reserves the right to terminate this Agreement for non-compliance by issuing ten (10) day written notice to the Contractor.
9. Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. Lowndes County reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.
10. Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against Lowndes County.
11. Contractor agrees to indemnify, save and hold harmless, and defend the County, its officers, boards, and employees, from and against any liability for damages and for any

liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Lowndes County.

12. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
13. Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Contractor
address line 1
address line 2

As to the Lowndes County:

ATTN: Steve Stalvey, Utilities Director
Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, Georgia 31601

Or such address as shall be furnished by such notice to the other parties.

14. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
15. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
16. If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ____ day of _____, 2024

The ____ day of _____, 2024

By: _____
Chairman of
Board of Commissioners

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for Lowndes County:

Witness for Contractor:

County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT CONDITIONS

1. All contract items and work shall be in accordance with the latest edition of the Lowndes County Utility Specifications, and/or special provisions and supplemental specifications attached and made a part of the contract.

2. Insurance - The contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. The contractor shall require each of his subcontractors to procure and maintain, until completion of the subcontractor's work, insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. It shall be the responsibility of the contractor to ensure that all their subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
 - (a) Worker's Compensation - Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$500,000/each accident; \$500,000/disease - policy limit; \$500,000/disease - each employee.
 - (b) Commercial General Liability - Coverage must be afforded, under an occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with **Additional Insured Endorsement** in favor of the County in limits not less than \$3,000,000/general aggregate; \$3,000,000/products-completed operations (aggregate); \$3,000,000/personal injury-advertising liability; \$3,000,000/each occurrence; \$100,000/fire damage legal; \$10,000 medical payments. This coverage may be layered with excess umbrella liability coverage.
 - (c) Business Auto Policy - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an **Additional Insured Endorsement** in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$3,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability. This coverage may be layered with excess umbrella liability coverage.
 - (d) Certificate of Insurance - Certificates of all insurance required from the contractor shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Lowndes County Board of Commissioners shall be identified as an **Additional Insured** for each type of

coverage required by paragraphs (a) to (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/bid.

- (e) The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as **Additional Insured**, with a Hold Harmless Agreement in favor of the County. The certificate should also indicate if the cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
 - (f) If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
3. All construction supervision and measurements of quantities will be made by the Lowndes County Utility Department or their representative. Final acceptance of the project will be made by the Lowndes County Utilities Director and presented to the County Manager and Lowndes County Board of Commissioners for final payment.
 4. The Contractor is required to furnish the Lowndes County Utility Department with test reports and technical data showing that the materials and installation (compaction tests, etc) meet the appropriate requirements of the Lowndes County Utility Specifications.
 5. All base pits and borrow pits required for completion of the work shall be provided by the Contractor.
 6. Retainage shall be as follows: An amount of five (5) percent of the gross total invoiced amount will be retained for the duration of the project.
 7. Retainage amounts shall be held until:
 - (a) all items on the punch list are resolved;
 - (b) a lien release is provided by the Contractor to the County for all Subcontractors and material suppliers;
 - (c) a final pay request is submitted to the County; AND
 - (d) the project is accepted by the Lowndes County Board of Commissioners.
 8. The Contractor represents that it has a current Occupational Tax Receipt from a local government in Georgia.
 9. The Contractor shall obtain all necessary local, state, federal permits as required by law for the construction of the project.

10. The Contractor shall notify the County Utility Department at least 24 hours prior to beginning any phase of construction.
11. Traffic Control shall be provided in accordance with the Georgia Department of Transportation Special Provision, Section 150.
12. All construction plans and drawings can be obtained from the office of the Lowndes County Utilities Director.
13. This Agreement will terminate immediately and absolutely as such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Lowndes County under this Agreement.
14. Should completion of any portion of the services be delayed for causes beyond the control or without the fault or negligence of the County including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of the preceding acts of contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

END OF SECTION

NOTICE TO PROCEED

DESCRIPTION: Discharge Manhole Replacement

You are hereby notified to commence WORK, in accordance with the Agreement dated _____, 2024 on or before _____, 2025 and you are to complete the work within 180 consecutive calendar days thereafter. The date of substantial completion of the work is therefore _____, 2025.

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: _____

This the _____ day of _____, 2024

BY: _____

TITLE: _____

Employer Identification

Number: _____

END OF SECTION

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 1 through 50-24-6 of the Official Code of Georgia Annotated, related to the "DRUG-FREE WORKPLACE ACT", have been complied with in full. The undersigned further certifies that:

1. A Drug-Free workplace will be provided for the Contractor's employees during the performance of the contract and

2. Each Contractor who hires a sub-contractor to work in a Drug-Free workplace shall secure from that sub-contractor the following written certification: _____
(Contractor name) certifies to Lowndes County that a Drug-Free workplace will be provided for the Contractor's and/or sub-contractor's employees during the performance of this contract known as **Golden Oaks Drive Foremain Extension**, Pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3 O.C.G.A. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Contractor or Sub-Contractor

Date

Title

END OF SECTION

WAIVER OF LIEN

Know all persons by these presents, on the **Golden Oaks Drive Forcemain Extension** project, that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the construction of this project are paid in full, and that there are no outstanding accounts whatsoever as a result of WORK performed on this project. Therefore, _____ does hereby waive, release, and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever.

Contractor

BY: _____

TITLE: _____

DATE: _____

Notary Public

Date

END OF SECTION

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____