

# Bid Documents



## ENGINEERING DIVISION

327 N. Ashley Street  
Valdosta, Georgia 31601

FOR: **Bid # NC-TIA 2023-01: Rocky Hill Church Road**

Opening Date / Time: September 14, 2023 at 2:00 P.M.

## **NOTICE TO DEALERS/VENDORS**

1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

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Dealer/Vendor

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Authorized Agent

## **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 exact specifications of the work proposed.

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 bid number 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**

**NC-TIA 2023-01: Rocky Hill Church Road**

**LOWNDES COUNTY ENGINEERING DIVISION**

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## INVITATION TO BID

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Lowndes County is accepting bids for

### **Bid # NC-TIA 2023-01: Rocky Hill Church Road – Grading, Drainage, Base and Paving**

The contract time is **120** calendar days. The Bid Documents may be obtained by emailing [amy.woods@lowndescounty.com](mailto:amy.woods@lowndescounty.com) and requesting the bid documents. The Bid Documents can also be viewed at the Lowndes County Board of Commissioners office, 2<sup>nd</sup> Floor Engineering Department, 327 N. Ashley Street, Valdosta, Georgia.

There will be a mandatory pre-bid meeting on September 5, 2023 at 2:00 P.M. in the Engineering Conference Room on the 2<sup>nd</sup> floor of the Lowndes County Administration Building, 327 N. Ashley Street.

Lowndes County will receive sealed proposals on this project until September 14, 2023 at 2:00 P.M., in the Engineering Conference Room on the, 2<sup>nd</sup> Floor, Room 227, of the Lowndes County Administration Building, 327 N. Ashley Street., (229-671-2424) where at such time and place the proposals will be publicly opened and read. A 5% bid bond is required. All bidders shall be DOT approved contractors.

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Run in Valdosta Daily Times August 11<sup>th</sup> & August 25<sup>th</sup>

## **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 bid number and endorsed with the title of the proposal, and must be mailed to the Lowndes County Board of Commissioners at 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: Director of Engineering Services.
2. The prices shall be written in the proposal in figures. No bidder will be allowed to withdraw his proposal for any reason after the bids have been opened.
3. The following 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 insure, 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 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.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
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 Construction Plans and Drawings constitute the entire Agreement and understanding between 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 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 be 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 quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears 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. A Bid Bond in the amount of 5% of the bid must accompany each 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 himself 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 thoroughly familiarize himself 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 Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges 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. Lowndes County reserves the right to review and reject any subcontractors. The Contractor shall submit a list of subcontractors to Lowndes County after the notice of award has been issued.
18. Lowndes County has requested Georgia Department of Transportation participation on this project. The contractor shall assume state participation in the base and paving of this project.

END OF SECTION

# PROPOSAL

To the Lowndes County Board of Commissioners, Lowndes County, Georgia:

Submitted: \_\_\_\_\_, \_\_\_\_\_

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

The Bidder proposes and agrees that, if he becomes the Successful Bidder on the basis of this Proposal, he 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 prices:

Total Bid \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Company Name

**Unit Cost Schedule for NC-TIA 2023-01: Rocky Hill Church Road**

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
150	Traffic Control	1	LS	\$		
162	Erosion Control Check Dams (Haybales)	3	EA	\$		
163	Temporary Grassing	0.51	AC	\$		
163	Temporary Mulch	0.51	AC	\$		
163	Construction Exit	1	EA	\$		
165	Maintenance of Check Dams	3	EA	\$		
165	Maintenance of Construction Exit	1	EA	\$		
210	Grading Complete (Including clearing and grubbing )	1	LS	\$		
310	Graded Aggregate Base Course, 8"	2,114	SY	\$		
402	Asphalt 12.5 mm superpave	175	TN	\$		
550	18" RCP, H 1-10	40	LF	\$		
550	18" Flared End Section	2	EA	\$		
636	W14-2 No Outlet Sign	1	EA	\$		
636	R2-1 Speed Limit Sign (25MPH)	2	EA	\$		
636	W3-1 Stop Ahead Sign	1	EA	\$		
636	Galvanized Steel Post--Type 9	56	LF	\$		
652	Traffic stripe, 4" white, solid (temporary)	1,320	LF	\$		
652	Traffic stripe, 5" white, solid	1,320	LF	\$		
652	Traffic stripe, 4" yellow, solid, skip or double (temporary)	660	LF	\$		
652	Traffic Stripe, 5" Yellow, solid, skip or double	660	LF	\$		
700	Permanent Grassing (grassing complete)	0.51	AC	\$		

**Total Bid:** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_

**ADDENDA**

Receipt of the following addenda is acknowledged:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

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 his 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 the Lowndes County Board of Commissioners, 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 the Lowndes County Board of Commissioners 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, an officer of the corporation shall sign the Proposal; 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: \_\_\_\_\_

End of Section

**NOTICE OF AWARD**

To:

**PROJECT DESCRIPTION: NC-TIA 2023-01: Rocky Hill Church Road – Grading,  
Drainage, Base and Paving**

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 BOND 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 \_\_\_\_\_, 2023

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 \_\_\_\_\_, 2023 and between 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:

**NC-TIA 2023-01: Rocky Hill Church Road – Grading, Drainage, Base and Paving**

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days 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 specification prepared (or approved) by the County Manager or his authorized representative the originals of which are in file in the office of 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 either the quantities are approximate only and are subject 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:
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 **120** calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Director

of Engineering Services 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 of 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 he 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 the 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 Director of Engineering Services 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 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) days 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 Lowndes 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. Either party may not assign this Agreement 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:

As to County:     Lowndes County Board of Commissioners  
                          327 N. Ashley Street  
                          Valdosta, Georgia 31601  
                          ATTN: Chad McLeod Director of Engineering Services

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 \_\_\_\_\_, 2023

The \_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Chairman of  
Board of Commissioners

By: \_\_\_\_\_  
Contractor

Recommended: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Witness for 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 current edition of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges 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 his subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

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.

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
  - (e) 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, testing (except that testing required of the contractor), and measurements of quantities will be made by the Lowndes County Engineering Division. Final acceptance of the project will be made by the Director of Engineering Services 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 Engineering Division with test reports and technical data showing that the materials (compaction, moisture content, % clay, gradation, course thickness, etc.) meet the appropriate requirements of the Georgia Department of Transportation Standard Specifications.
  5. All base pits and borrow pits required for the Contractor shall provide completion of the work.
  6. Retainage shall be as follows: An amount of ten (10) percent of the gross total invoiced amount will be retained for the first half of the project. An amount of five (5) percent of the gross total invoiced amount will be retained for the second half of the project unless the project is not proceeding on an acceptable schedule according to the Director of Engineering Services. If this situation occurs, the retainage will remain at ten (10) percent until the required corrections are made.
  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, or 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 Lowndes County Engineering Division at least 24 hours prior to beginning any phase of construction so that a County Inspector can be present.
11. Traffic Control shall be provided in accordance to Georgia Department of Transportation Special Provision, Section 150. Unless otherwise indicated in the Proposal, this item will not be paid for as a separate pay item but shall be incorporated as a part of the contract.
12. All construction plans and drawings can be obtained from the office of the Lowndes County Engineering Division.
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: NC-TIA 2023-01: Rocky Hill Church Road – Grading, Drainage,  
Base and Paving**

You are hereby notified to commence WORK, in accordance with the Agreement dated \_\_\_\_\_, 2023 on or before \_\_\_\_\_, 2023 and you are to complete the work within **120** consecutive calendar days thereafter. The date of substantial completion of the work is therefore \_\_\_\_\_, 2024.

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 \_\_\_\_\_, 2023

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 contractor; and
2. Each Contractor who hires a sub-contractor to work in a Free workplace shall secure from that sub-contractor the following written certification: \_\_\_\_\_ 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—  
**NC-TIA 2023-01: Rocky Hill Church Road Grading, Drainage, Base and Paving,**  
Pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3 OCGA. 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 by all men by these presents, \_\_\_\_\_ on the **NC-TIA 2023-01: Rocky Hill Church Road – Grading, Drainage, Base and Paving**. Know that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the construction of this project, 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

**STATE OF GEORGIA**  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1. By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program\* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).
2. The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) be retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractors (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

\_\_\_\_\_  
Contractor's E-verify/Federal Work Authorization  
Company Identification Number

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Date of Authorization (Date Number Obtained)

\_\_\_\_\_  
Lowndes County  
Board of Commissioners  
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING  
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND  
ON BEHALF OF THE CONTRACTOR.

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Contractor's Address

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\* 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, commonly known as E-Verify.