



**CITY OF BROOKHAVEN  
INVITATION TO BID NUMBER 15-128  
CITY OF BROOKHAVEN STADIUM REPAIRS SERVICES**

The City of Brookhaven is accepting sealed bids from qualified firms for the purpose of selecting a qualified company or contractor for City of Brookhaven Stadium Repairs Services. **Sealed bids will be received no later than 10:30 a.m. EST, May 8, 2015** in the City of Brookhaven Purchasing Division, 4362 Peachtree Road, Brookhaven, Georgia, 30319 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Division will not be accepted. Site Visit will be held at the Murphey Candler Football Stadium April 30, 2015 at 10:30 a.m. The park is located at 1551 West Nancy Creek Drive, Brookhaven, Georgia 30319.

**Bids shall be presented in a sealed opaque envelope with the bid number and name (15-128 City of Brookhaven Stadium Repairs Services) clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE BID MUST BE SUBMITTED.**

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Bid packages are available at the Brookhaven City Hall, Purchasing Division, located, at the above address. Additional information, and bid packages, may be obtained by visiting the city web site [www.Brookhavenga.gov](http://www.Brookhavenga.gov).

The City of Brookhaven reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.

Communications regarding this bid should be directed to [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov). Please do not contact any other employee, city official or contractor regarding this procurement. Your bid will be deemed non-responsive.

**ACKNOWLEDGEMENT OF RECEIPT OF BID  
PACKAGE**

**INVITATION TO BID NUMBER 15-128**

**City of Brookhaven Stadium Repairs Services**

***Upon receipt of documents, please email this page to:***

City of Brookhaven – Purchasing Division  
Attention: Purchasing  
4362 Peachtree Road  
Brookhaven, Georgia 30319  
purchasing@brookhavenga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**CITY OF BROOKHAVEN  
GENERAL TERMS & CONDITIONS  
MUST BE RETURNED WITH BID**

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

City of Brookhaven  
Purchasing Division  
4362 Peachtree Road  
Brookhaven, Georgia 30319

Re: Bid Number **#15-128**

- I. Bids will be received by the Purchasing Office at the address shown on the cover of the Invitation to Bid until the date and time set for the bid opening.
- II. Bid is based on supply of City of Brookhaven Stadium Repairs Services per the specifications as indicated in the bid document.
- III. Anticipated delivery of City of Brookhaven Stadium Repairs Services within \_\_\_\_\_ calendar days from the date of the award of this bid.
- IV. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- V. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, may be treated as non-responsive and may not be considered for award.
- VI. This bid may not be revoked or withdrawn after the time set for deadline receipt of bids and shall remain open for acceptance for a period of one hundred twenty (120) days following such time.
- VII. Bidder shall place the following information on the outside, lower left corner of the envelope containing the bid. Failure to include such information may delay opening of the bid.

**City of Brookhaven Stadium Repairs  
INVITATION TO BID#: 15-128  
BID CLOSING DATE: 05/08/2015  
BID CLOSING TIME: 10:30 am EST**

**CITY OF BROOKHAVEN  
BID FORM  
MUST BE RETURNED WITH BID**

VIII. This agreement shall be governed in all respects by the laws of the State of Georgia.

IX. GENERAL SPECIFICATIONS:

No specification implied or expressed is intended to limit competition. The “Basic Requirements” attached are intended as a guide for City of Brookhaven Stadium Repairs on which vendors are to submit a bid. These requirements and other specifications are not designed to prevent any vendor from submitting a bid. All equipment should comply with the requirements within a generally accepting range.

- A. The City of Brookhaven Stadium Repairs offered shall meet with the detailed requirements listed in the bid form of this bid. Bidders are to indicate exactly what they are offering in the bid submission. All goods and/or services supplied pursuant to a purchase order shall, unless otherwise stated, conform exactly to all of the descriptions, specifications, and attachments contained in the Invitation to Bid upon which an order is based; and the terms, conditions, and specifications of the Invitation to Bid are incorporated herein by reference and made a part thereof.
- B. Bidder’s must furnish specification sheets, or similar data to support statements made in bid submission. Failure to furnish required data may be consideration as Cause for rejection of bid.
- C. All items omitted from these specifications, including manufacturer’s standard Equipment items, and accessory equipment supplied by the equipment dealer that is clearly necessary for the complete operation of the equipment shall be considered a requirement although not directly specified in these specifications. No specifications expressed or implied shall be construed as any type of restrictive specification that would limit competition.
- D. All deliveries are to bid FOB, City of Brookhaven, 4362 Peachtree Road, Brookhaven, Georgia 30319. All freight and delivery charges must be incorporated as part of the base bid amount. Vendor shall transfer and deliver to the department named all of the goods and/or services described herein for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

**BID FORM**  
**MUST BE RETURNED WITH BID**

- E. At time of delivery, the successful bidder shall furnish the City with Insurance information and must meet the City requirements.
- F. The City reserves the right to inspect any or all equipment and references before award of bid. The City reserves the right to reject any or all bids based on this inspection.
- X The City shall pay the amount set out in the attached Schedule for any service/equipment provided. Payments shall be made each month according to invoice. Payment terms are Net30.
- XI The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.
- XII The term of this contract shall be upon completion of job, or such shorter time as may be indicated on the bid document and all services provided to the City during said term shall be billed at the contract price.
- XIII. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice of its intent to do so.
- XIV The City may, at its discretion and with the written consent of the Vendor, renew this contract for one or more additional terms.
- XV. In the event that this contract shall terminate or be likely to terminate prior to the making of an award for a new contract for this commodity, the City may, with the written consent of the Vendor extend this Contract for such period as may be necessary to afford the City continuous service as provided by this Contract.
- XVI This Contract is entered into solely for the convenience of the of City of Brookhaven, and it in no way precludes the City or any of its user departments from obtaining like services from other vendors upon prior approval of the Purchasing Division Such approval shall be made at the sole discretion of the Purchasing Division, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the City to do so. The vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of goods and services to the User Department pursuant to this Contract.
- XVII. This contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

**BID FORM**  
**MUST BE RETURNED WITH BID**

- XVIII. The City shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- XIX. This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the City.
- XX. The provisions of the City of Brookhaven Purchasing Policies are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.
- XXI. The waiver by the City of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- XXII. The terms, conditions and specifications of the Invitation to Bid and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.
- XXIII. For good cause and as consideration for executing this Contract or placing this order, Vendors acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.
- XXIV. DRUG-FREE WORKPLACE.
- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
  - (2) It will secure from any subcontractor hired to work in a drug-free

**BID FORM**  
**MUST BE RETURNED WITH BID**

workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

XXV. **INSURANCE REQUIREMENTS** - Coverage, Limits and Endorsements

**A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)**

All contractors shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the City of Brookhaven as additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp 1992). The CGL policy must provide primary limits for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the City for any claims covered by the Georgia Tort Claim Act. The policy or policies must be on an "occurrence" basis unless waived by the City. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the City if the company is an alien insurer. The CGL policy must include separate aggregate limits per project. **Excess liability coverage may be used in combination with the base policy to obtain the below limits.**

Limits: \$1,000,000 per Person  
\$1,000,000 per Occurrence

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)**

The contractor shall procure and maintain a BAP with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a Combined Single Limit of not less than \$ 1,000,000 covering any owned, non-owned or hired autos. **Excess liability coverage may be used in combination with the base policy to obtain these limits.**

**BID FORM**  
**MUST BE RETURNED WITH BID**

**C. WORKERS' COMPENSATION INSURANCE**

To insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's liability limits of:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 policy limit

**Excess liability coverage may be used in combination with the base policy to obtain these limits.** The contractor shall require all contractors and subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

**D. INDEMNIFICATION AGREEMENT**

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Brookhaven and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Brookhaven and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Brookhaven, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

XXVI. ENTIRE AGREEMENT.

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the City or any User Department unless the change or modification shall be in writing, consented to and approved by the Purchasing Division.

_____ Company Name	_____ Phone#	
_____ Address	_____ Fax#	
_____ City, State and Zip Code	_____ Email Address	
_____ Bidder Signature	_____ Title	_____ Date

**END OF BID FORM**  
**MUST BE RETURNED WITH BID**

## SPECIFICATIONS

The purpose of this solicitation is to select a qualified company or contractor for City of Brookhaven Stadium Repairs Services as required by the City of Brookhaven.

Murphey Candler Park Football Stadium is located at 1551 West Nancy Creek Drive, Brookhaven, Georgia 30319. The stadium is owned by the City of Brookhaven and utilized by non-profit athletic associations to offer programming to the surrounding community. The exact age of the structure is unknown, but it is evident that numerous renovations and additions have taken place. The building consists of stadium seating, two level press box, and meeting rooms for Colt Field. It also houses locker room, storage, meeting rooms, and a concession stand. Stadium seating and steps separate into three section and are construction of both CMU block and precast substrates. The press box section of the building is wood framed and constructed of both CMU and wood siding. The two other sections of the stadium are constructed of CMU block. The surface area of all three structures is currently unknown.

- The work shall consist of providing the necessary labor and materials for the following:
- Any request for special service shall be made one week in advance.
- Seating and Steps: removal and replacement of all current joint sections
- Seating and Steps: Pressure wash all CMU block and precast substrate searing area and steps.
- Install polyurethane waterproofing and traffic bearing membrane system for all stadium seats and steps.
- Installation of deck coating using BASF Master Seal Traffic 1500 or equivalent.
- Pressure wash all existing wall surfaces to remove loose and debonded coatings.
- Install water based high build 100% acrylic waterproof coating for entire CMU block walls of exterior stadium structure.
- Installation of wall coating system using BASF Master Protect HB 400 or equivalent.
- Apply BASF master seal 584 or equivalent to all CMU block wall ends and areas that show current mortar joints and previous patch areas along side walls of stadium seats and steps.
- The Contractor shall be responsible for the field verification of all existing site conditions prior to bidding and at the time of service, and notify the City's Representative in writing of any discrepancies in the Contract Documents prior to bid or commencing with the work. The Contractor proceeds at its own risk if notification is not provided
- The Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools, and fuel needed to fulfill the contract. In no event, shall the City be responsible for any damages to any of the contractor's equipment or clothing that is lost, damaged, destroyed, or stolen.

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- Any areas damaged by the contractor during execution of this contract shall be restored to its pre-existing condition at the Contractor's expense. Any damage to pavement, curbs, lawn, shrubs, signs, etc. shall be repaired or replaced at the Contractor's expense to its pre-existing condition.
- The Contractor shall be responsible to provide any traffic control as required by GDOT for the execution of this work.
- No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.
- All items to be bid FOB, Brookhaven, Georgia. No sales taxes are to be charged.
- The City of Brookhaven reserves the right to waive any and all irregularities, refuse all bids and to award the bid in the best interest of the City.
- The contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claim demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in performance of this contract. The Contractor shall be responsible for any damage by the contractor, employees of the contractor or any subcontractors, to City property, persons or equipment.
- The Contractor must furnish the City the name, address and phone number of the person to be contacted in case of damage to vehicles or other property caused by the Contractor's operations.
- Provide a minimum of three (3) references for similar work performed within the past three (3) years. This list must include the name of the organization, address, and primary contact name and telephone number. This list should include as many governmental or public organizations as possible.
- Provide information in experience and qualifications of firm making this proposal, including information for any major subcontractors and /or suppliers.
- Copy of current insurance certificates customary for the type of work to be performed.
- Costs of services must be included on the attached bid continuation form and reflect the cost to perform areas included in the scope of work.
- The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make award to one or more contractors if it is within the best interest of the City of Brookhaven to do so.
- **All forms must be signed and submitted with your Invitation to Bid. Bids that do not include all documents will be deemed non-responsive and will not be given consideration.**



## BID CONTINUATION SHEET

DEPARTMENT:	City of Brookhaven		Attention Vendor: Please be sure to write or type your company name below before returning bid. <b>Company Name:</b> _____
BID/RFP:	<b>BID 15-128</b>		
PAGE NUMBER:	12 OF: 19		

One Flat cost for entire project \$ \_\_\_\_\_

Site Preparation  
Wall Coating

Murphey Candler Park Football Stadium Seating, Steps and Wall Coating.

**MUST BE RETURNED WITH BID**

REFERENCE REQUEST

***REFERENCES: The following references are from current and past government, educational and/or commercial accounts. This list includes a minimum of three (3) references and does not include the City of Brookhaven, or any City of Brookhaven employee as a reference.***

**REFERENCE # 1**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 2**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 3**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion of fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder. I further certify that the provisions of the Official Code of Georgia Annotated and the Code of Ordinances of the City of Brookhaven have not and will not be violated in any respect.**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Signature \_\_\_\_\_

**MUST BE RETURNED WITH BID**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Service Provider(s) Name: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify\* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_

E Verify  
TM Company Identification Number Date of Authorization

\_\_\_\_\_

BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent My Commission Expires: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF  
\_\_\_\_\_,  
201\_

\*or any subsequent replacement 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. 99-60.

MUST BE RETURNED WITH BID

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## **DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating 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 Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_(Service Provider),  
\_\_\_\_\_ (subcontractor) certifies to the Service Provider that  
a drug-free workplace will be provided for the subcontractor's employees during the performance  
of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-03."

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.

Company Name

\_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

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

\_\_\_\_\_  
Date

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**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received certify that I have received a copy of the City of Brookhaven, GA, Financial Management Policies Purchasing Policy which can be found at <http://brookhavenga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Brookhaven, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

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

\_\_\_\_\_  
Date

**MUST BE RETURNED WITH BID**

**PROOF OF PAYMENT**

TO CITY OF BROOKHAVEN, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the services required for \_\_\_\_\_ for the City have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which the City on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

This \_\_\_\_\_ day \_\_\_\_\_ of 2015.

Name of Party:

Corporate or  
Partnership Name:

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_ of 2015.

Notary Public:

My Commission  
Expires:

(SEAL)

**MUST BE RETURNED WITH BID**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and/or contract for

\_\_\_\_\_  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. \_\_\_\_\_ I am a United States citizen

**OR**

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: \_\_\_\_\_

Date:

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens: \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

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

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

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: