



INVITATION TO BID (ITB)

19-038

**Murphey Candler Lake
Dredging and Maintenance**

Invitation to Bid Due: March 1, 2019 @ 2 pm EST.

No Pre-Bid Conference will be held at this time.

Deadline for Questions: February 22, 2019 @ 5:00 pm EST.

Questions must be directed to:

City of Brookhaven via e-mail: purchasing@brookhavenga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaces below are to be completed and the Invitation to Bid Letter page must be signed where indicated. Failure to sign and return Invitation to Bid Letter may cause rejection of the Invitation to Bid.

Invitation to Bid of:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Submit Invitation to Bid to:

City of Brookhaven Purchasing Office
4362 Peachtree Road
Brookhaven, GA 30319

Invitation to Bid
ITB 19-038

BACKGROUND

Murphy Candler lake is located in the northern part of the City of Brookhaven just south of Interstate 285. This lake is used as a regional stormwater facility and for recreational purposes surrounded by walking trails. Primary spillway and an emergency sluice gate are located at the southern end of the lake near West Nancy Creek Drive. Over the time silt has accumulated mainly in the northern part of the lake and sand berms have formed with invasive species growth.

The City of Brookhaven is requesting bids for Murphey Candler Lake Dredging and Maintenance work. Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB number and Company Name. **Bids will be received until 2:00 P.M. EST, local time on March 1, 2019, at the City of Brookhaven, 4362 Peachtree Road, Brookhaven, Georgia 30319.** Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. EST. Apparent bid results will be available by request.

Bidders are expected to provide the City with any questions regarding the Bid Documents by the deadline for questions to be submitted. **Questions regarding bids should be directed to the Purchasing Manager, at purchasing@Brookhavenga.gov no later than February 22, 2019 5:00 pm EST.** Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. The City reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Bids shall be presented in a sealed opaque envelope with the proposal number and name ITB 19-038 (Murphey Candler Lake Dredging and Maintenance) 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 PAPER COPY AND ONE DISK/FLASH DRIVE OF THE BID MUST BE SUBMITTED.**

This bid will require bonds. Please see bonding documents at the end of this procurement.

SCOPE OF WORK

In August 2016, a Watershed Improvement Plan for Nancy Creek was prepared for the City of Brookhaven by Sustainable Water Planning and Engineering, LLC. Included in this study were lake depths and sediment measurements for Murphy Candler Lake. Based on the measurements it was determined the sediment varied in depth from 0.25 feet to 5 feet with the greatest depths being along the northern portion of the lake. A map of these locations has been included within this ITB. Of particular interest to the City is the dredging of the northern and eastern coves of the lake where the greatest amount of sediment seems to have accumulated. A small pocket of sediment appears to have accumulated around the principal spillway. This area may be evaluated based on further findings and access.

In June 2017 an Operations and Maintenance Manual for Murphy Candler Lake Dam was prepared for the City of Brookhaven by Dewberry. Included in this Manual was a recommendation that the primary low-level drain be maintained on an annual basis to help ensure the safety of the dam. This drain is a 30" corrugated metal pipe that drains into the storm system immediately below the dam. The flow into this pipe is regulated by a 24" x 24" sluice gate which according to the study is about 12 feet below normal pool for the lake. The drain valve for the sluice gate is near the dam and is only accessible via boat. A crank handle, which has been removed, is required to open the sluice gate.

The City of Brookhaven is seeking a qualified Contractor to perform the required dredging of Murphy Candler Lake and the maintenance of the sluice gate for the low-level drain. Scope of Service shall include, but not be limited to:

1. Sluice Gate for Low-level Drain:

- a. Obtain any permits necessary to exercise the Sluice at the outfall for the Lake.
- b. Obtain the removable drain hand crank from the City of Brookhaven and utilizing a boat to be provided by the Contractor connect the crank to the gate pedestal on top of the riser.
- c. Turn the crank to open the drain following the manufacturers recommended instruction. Do not over-exert the valve.
- d. Slowly and steadily fully open the drain gate and ensure the water is flowing into the stormwater system through the 30" corrugated metal pipe. Contractor should make sure the gate could be slowly opened to allow flow from the lake and closed at the end of draining the lake to the desired level for dredging.
- e. Visually inspect the flow in the junction box immediately downstream from the dam to ensure there is no debris or buildup that could hinder flow.
- f. Fully close the drain gate and inspect to ensure there are no leaks around the sluice gate.
- g. City may request delaying the closing of the sluice gate to accommodate other construction projects within the lake area.

A. Dredging of Murphy Candler Lake:

- a. Obtain required permits from Local, State or Federal Agencies for the dredging of the sediment within Murphy Candler Lake.
- b. Upon successful completion of the testing of the sluice gate for the low-level drain and after acquiring required permits, reopen the valve and drain the lake to an elevation adequate to allow dredging of the coves on the north and east side of the lake.
- c. Utilizing mechanical equipment dredge the north and east side of the lake as specified in the above referenced reports. Estimated quantities = 24,000 C.Y.
- d. While lowering the elevation of the lake an evaluation of sediment within the limits of the lake may be performed creating a need for further dredging. The lake is to be lowered in a manner to allow this evaluation but still allow existing aquatic life to thrive. As the decision to perform additional

dredging may be made during this phase, the cubic yard cost for dredging needs to be provided as part of the fee.

- e. Contractor to clear upper portion of lake and remove invasive vegetative species from within the limits of the lake and along the banks
- f. Once the lake is drawn down, Contractor to remove all debris including tree logs and other items found in the lake.
- g. Dredging materials are to be spread for drying in areas to be designated by the City. Erosion Control measures to be installed as required to allow dewatering and to prevent sediment from re-entering the lake.
- h. Once dry, dredged materials are to be removed and hauled to the nearest dump accepting these materials. Contractor shall submit and obtain approval from Public Works Department for the Truck route.
- i. Area utilized for drying process to be restored to original condition upon completion of work. Photographs are to be taken before and after for documentation and submitted to the City.
- j. All cost associated with mobilization and demobilization to be included in the unit fee.
- k. A budget for dumping fees is to be included in the unit fee schedule.

General Notes:

1. Work is expected to begin within **10 days** of approval of the contract and all work must be completed within 180 calendar days.
2. The contractor is responsible for calling for utility locations prior to the start of each work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom may conflict with his work. No claims will be considered for extra compensation.
3. Any item which must be removed during the construction work shall be removed by the contractor. All costs shall be included in the bid. No claims will be considered for extra compensation.
4. All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. Assistance from police officers will not be provided by the City. Post mounted traffic control signs are not required. In addition to the required traffic control signs, contractor shall put out City provided "Brookhaven Working for You" signs at each work location during active construction.
5. The City intends to award one contract for this work but reserves the right to divide the work among multiple contractors.
6. It is the intent of this contract for each bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract.
7. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the bid. No claims will be considered for extra compensation.

8. Under this scope, “Department”, “Engineer”, “Resident Engineer” and “Project Landscape Architect” shall mean the “City of Brookhaven, Georgia, Recreation and Parks Director or City of Brookhaven, Georgia or Recreation and Parks Designee”.
9. Working hours are limited to Monday to Friday, 7:30 AM to 8:30 PM unless prior approval is granted by the Department of Recreation and Parks. Lane closures on non-neighborhood streets will only be permissible between the hours of 9 a.m. and 4 p.m.
10. Contractor shall have all vehicles marked with their company name.
11. The Contractor will conduct, at Brookhaven City Hall, one (1) overall contract pre-construction meeting shortly after award of the contract. Contractor shall submit a schedule indicating start, end and all the milestones for the project. In addition, contractor shall submit a work plan to demonstrate the means and methods to execute the project.
12. The City of Brookhaven will not provide restroom facilities.
13. The Contractor shall perform project housekeeping/clean-up daily. A 24-hour contact must be provided to the City of Brookhaven for all issues regarding the project for any safety, signage, or other project related emergency.
14. The Contractor’s performance will be measured based on the following:
 - Compliance with the Scope of Work, GDOT Specifications and permit requirements
 - Meeting the agreed upon schedule dates
 - Submission of all deliverables as specified
15. The Contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations.
16. The City of Brookhaven reserves the right to extend this contract by mutual consent for a limited period of time, not to exceed six (6) months, and extend the contract for additional work to the awarded vendor. This action should be taken in writing prior to the expiration of the current contract.
17. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor’s covenants to and indemnification of the City under the Contract.
18. All Bidders are required to submit a Bid Bond, or a certified check made payable to the City of Brookhaven in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

19. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.
20. The awarded bidder will be required to submit Maintenance Bond valid for 12 months in the amount of the total bid.
21. The contractor will be required to provide Performance and Payments Bonds five (5) days after contract has been award.
22. The Contractor shall have 180 calendar days from the notice to proceed to complete the project. Failure to complete the required construction as specified will result in the assessment of Liquidated Damages at the rate of \$500.00 per calendar.
23. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.
24. The City intends to award one contract for this work but reserves the right to divide the work among multiple contractors.

Qualifications:

- Bids will include the following information supporting their qualifications:
- The bidder will describe and demonstrate useful approaches for proactive program management, effective project delivery, and best management practices.
- A list of industry trained personnel on staff and their qualifications.
- Copy of business license and proof of being in business at least ten (10) years.
- Name and telephone number of the Contractor's designated contact.
- A reference list of five (5) similar current projects including contact name and telephone number, project dates, and project value.

COST OF SERVICES

TOTAL COST \$ _____

DREDGING COST PER C.Y. \$ _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

The Bid Items provided for in the Bid Schedule are intended to be the only pay items under which the Contractor will be compensated for work described above. The Contractor shall examine the requirements of the work and the pay items in the Bid Schedule and include in the unit prices submitted all labor, equipment, materials, appurtenances, overhead, profit, vehicles, and all other things incidental for the completion of the work as specified.

Work is to commence on or about (TBD). The City of Brookhaven requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Certification of Non-Collusion in Quote Preparation _____
Signature Date

Termination for Cause: The City may terminate this agreement for cause upon ten days' prior written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. Date _____

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Brookhaven? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Brookhaven has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

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

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 200__

Notary Public

My Commission Expires:

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

**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 or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Brookhaven, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) 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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20__

*

Alien Registration number for non-citizens

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:

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE CITY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT PURCHASING.
7. FAILURE TO COMPLETE CITY PROVIDED CONTRACTOR REFERENCE FORMS.
8. FAILURE TO COMPLETE CITY PROVIDED SUB-CONTRACTOR REFERENCE FORMS.
9. FAILURE TO COMPLETE CITY PROVIDED UNIT PRICE SCHEDULE FORMS
10. FAILURE TO COMPLETE CITY PROVIDED ADDITIVE ALTERNATES FORMS.

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Brookhaven, 7840 Roswell Road, Building-500, Brookhaven, Georgia 30319.

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Brookhaven. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

BID BOND
(BID BOND TO BE RETURNED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

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

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Brookhaven, Georgia, a proposal for furnishing materials, labor and equipment for:

***Murphy Candler Lake Dredging and
Maintenance***

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Brookhaven, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Brookhaven, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Brookhaven, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Brookhaven, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D. 20_____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address) _____

(Principal)

BY: _____

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Brookhaven, Georgia
(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, GA. 30319
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for: _____

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2019

ATTEST:

(Principal Secretary)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Brookhaven Georgia
(Name of Obligee)
4362 Peachtree Road NE, Brookhaven, Georgia 30319
(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. Hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2019

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

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 Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor),
_____ (Subcontractor) 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 50-24-03."

Also, the undersigned further certifies that he 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
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent
