



**CITY OF DUBLIN
INVITATION TO BID
BID #25-05-001**

Issue Date: May 19, 2025
OPENING DATE AND TIME: June 6, 2025 at 2:00 PM

The City of Dublin will receive sealed bids for furnishing supplies or services at:

**CITY OF DUBLIN PURCHASING OFFICE
702 E MADISON ST.
DUBLIN, GA 31021**

Bids will be publicly opened and read on the above stated date and time; local time prevailing. Late bids will not be accepted. No extension of the bidding period will be made. The City reserves the right to award a bid to multiple bidders when more than one item appears in a bid package.

Purchase requested by: Sewage Dept.

ITEM	SUPPLIES/SERVICES	QTY.	UNIT COST	TOTAL COST
1.	Hamilton St. Drainage Additions per attached specs	1 each	\$_____	\$_____

f.o.b. Dublin
Delivery Time: _____

**W-9 (Rev. March 2024) must be provided with bid.

**Supporting literature must be provided with bid.

In compliance with the above, the undersigned offers and agrees, if this bid is accepted within sixty (60) calendar days from the date of opening, to furnish any and all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule. Items on bid are exempt from federal excise tax and Georgia sales and use tax. Title shall pass to the City only upon actual receipt and acceptance of the items. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern. Terms are N30. Bids will not be accepted via facsimile or e-mail. _____ (Please initial)

NAME & ADDRESS OF BIDDER

SIGNATURE OF BIDDER

DATE

PHONE NUMBER & FAX NUMBER

SIGNER'S NAME & TITLE (Type or Print)

E-Mail: _____

For information regarding this bid, contact David Sawyer, Purchasing Dir., at sawyerd@dublinga.org.

INSTRUCTIONS FOR BIDDERS

- I. Bids must be received by the designated date and time.
Late bids will not be accepted.
 - II. Bids will be accepted via online or hard copy.
Online submittals will be accepted on BidNet Direct or DemandStar.
Hard copy bids must be delivered to:

City of Dublin - Purchasing Department
P. O. Box 690
702 E Madison St. (31021)
Dublin, GA 31040
ATTN: David Sawyer
 - III. Bids must be sealed with the bid number clearly printed on the outside of the envelope.
 - IV. Bids must be complete and include:
 - A. Completed Bid Proposal Form
 - B. Executed Affidavit of Non-Collusion
 - C. Executed Bidder's Declaration
- All bids submitted shall be subject to acceptance or rejection and the City of Dublin specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.
 - Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** may be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures are not acceptable.
 - All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
 - If only one bid is received, the bid will be forwarded to the Mayor and Council for a determination to accept and award the bid or to reject and re-bid.
 - Bids requiring bid bonds will not be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
 - Bids must meet or exceed the specifications in order to be considered by the City of Dublin. Any reference to brand name is to be considered generic. The City of Dublin reserves the right to award a bid to more than one bidder when two or more items appear on the bid schedule. Awards will be based on the lowest and best bid with local vendors within the City of Dublin receiving a 3% preference. Payment terms are N30 unless otherwise stated in the bid.

- Bidders shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Dublin and will not be returned to bidders unless a written request to withdraw is received prior to the designated date and time of the bid opening.
- It shall be the responsibility of **all** bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. **Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of bid.**
- All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and City Council that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
- When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by a list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interest of the City to do so for the purpose of testing.
- The unauthorized use of patented articles is done entirely at risk of successful bidder.
- The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
- Only the latest model equipment as evidenced by the manufacturer's current published literature, will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
- A contract will not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
- Contracts may be cancelled by the City with or without cause with 30-day written notice.

BIDDER'S DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to the scheduled bid opening, but may not be withdrawn after such date and time.
- That the City of Dublin reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Dublin reserves the right to award the bid to separate bidders when more than one item appears on the schedule. The City of Dublin reserves the right to waive any technicalities and formalities in the bidding.
- That the bidder understands that these specifications are the minimum requirements and must be met or exceeded in order to be considered by the City of Dublin. The bidder acknowledges that the item bid is suitable for the intended application.
- That by submission of this bid the bidder acknowledges that the City of Dublin has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name

Title

Name

Title

AFFIX CORPORATE SEAL (if applicable)

TERMS AND CONDITIONS – INVITATION TO BID

1. CHANGES: No change will be made to this invitation except by written modification by the City Purchasing Office. Requests for changes must be in writing and received at least ten (10) calendar days prior to the time set for opening of the bids.

2. FOB POINT: Bid price to include shipping, packing, crating, and unloading at the address in the BID SCHEDULE. Title to remain with vendor until fully accepted by the City. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at City's direction. All bid responses received will be F.O.B. Dublin. Due to volume of order, delivery shipment schedule will be coordinated between the successful bidder and the City of Dublin.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the bid number on the envelope.

5. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened.

6. BID BONDS: A. Bid Bond: required
 B. Payment and Performance Bonds: required

7. SITE INSPECTIONS: When applicable, bidders should inspect the site to ascertain the nature and location of work and the general conditions which could affect the cost of the work. The City will assume no responsibility for representations or understandings made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

8. AWARD OF CONTRACT: Awards will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City. Prices will not necessarily be controlling, but quality, equality, efficiency, delivery, suitability of item(s) offered, maintainability, and reputation of item(s) in general use will also be considered with any other relevant factors. The City reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract(s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City of Dublin.

8.1: In accepting this contract, the vendor attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

9. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page if necessary and/or on the **Bid Schedule**. While the City reserves the right to make an award to a nonconforming bidder when in the best interest of the City, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the City unless incorporated in an award resulting from this invitation and so stated.

10. BID RESULTS: Interested parties may request, in writing, a **Bid Tabulation** by sending a self-addressed, stamped envelope with their request to City of Dublin Purchasing Department, P.O. Box 690, Dublin, GA 31040. Tabulations may also be requested by e-mail to sawyerd@dublinga.org.

11. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by City on invoices submitted and approved by the proper city representative within thirty (30) days of receipt of invoice unless discounts apply (see item #13). Invoices are to be submitted to: City of Dublin, P.O. Box 690, Dublin, GA 31040.

11.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Purchase order numbers must appear on all delivery tickets and invoices.

11.2 Vendor must furnish delivery receipt identifying that this order has been delivered in accordance with the specifications, quantities, and price as set forth on the purchase order. A City of Dublin employee's signature must appear on the delivery receipt or invoice.

11.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. The CITY OF DUBLIN is exempt from taxes but the successful bidder shall pay all taxes required of him by law and the CITY OF DUBLIN cannot exempt others from tax.

11.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. chapter 11 **ET. SEQ.**).

12. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable at (478) 277-5018 or to City of Dublin, ATTN: Accounts Payable, P. O. Box 690, Dublin, GA 31040.

13. DISCOUNTS: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the City, whichever is later.

14. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed with ten (10)

calendar days of from award notice. If the contract document is mailed, the date of presentation shall be the postmark date.

15. INCLUSION: All items and/or services which are standard, expected, necessary, and/or routine to such a project as this and not actually stated in this invitation will be the responsibility of the successful bidder to provide at no other cost to the City unless so stated on the successful bidder's proposal as additional cost items and accepted by the City at the time of the award and/or contract.

16. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or licenses required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said Government as publisher of any such regulation(s) or guideline(s).

17. INDEPENDENT CONTRACTORS: The bidder represents to the CITY OF DUBLIN that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of the CITY OF DUBLIN and nothing contained in this invitation or a contract resulting from same shall be construed to constitute the bidder or any of his employees, agents, or subcontractors as a partner, employee, or agent of the City nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

18. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

19. STARTING TIME: work will commence within the stated calendar days and commence in a routine, orderly manner until completion and acceptance by the City.

20. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless the CITY OF DUBLIN from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

21. TERMINATION: pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this invitation, if not sooner terminated pursuant to the provisions of terminations contained herein, is terminable by the CITY OF DUBLIN Council on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Council in a public meeting and such action entered in the Official Minutes of the CITY OF DUBLIN Council.

22. APPROPRIATION OF FUNDS: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated unobligated funds available to satisfy the City's obligations under said contract(s).

23. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions

of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of the thirty (30) calendar days following the date of the initial letter of complaint.

24. LIQUIDATED DAMAGES: Any liquidated damages will be listed in the Special Terms and Conditions.

25. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, container, etc. shall be new and suitable for storage; unless otherwise stated by the CITY OF DUBLIN.

26. USE OF TRADE NAMES: Reference to brand or trade names are for comparative purposes only. Proposers may submit proposals on items from other manufacturers. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation. Failure to provide supporting data shall be cause for rejection.

27. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

28. TAXES: The City of Dublin is exempt from Federal Excise and State Sales Taxes.

29. LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

30. INTEGRITY OF BID DOCUMENTS: Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

31. FORCE MAJEURE: In the event that either party shall be delayed or hindered in or prevented from the performance required hereunder by reasons of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivery written notice of such Permitted Delay to the other party within (10) days of the event causing the delay.



CITY OF DUBLIN
P. O. BOX 690
DUBLIN, GA 31040

NO BID RESPONSE

IF FOR SOME REASON YOU ARE NOT BIDDING ON THIS PROPOSAL, PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE ADDRESS BELOW BEFORE THE BID DEADLINE STATED ON THE ORIGINAL SCHEDULE.

REASON(S) FOR NO BID:

- ☐ CANNOT SUPPLY AT THIS TIME
☐ ENGAGED IN OTHER WORK
☐ QUANTITY TOO SMALL
☐ JOB TOO LARGE
☐ CANNOT MEET REQUIRED DELIVERY
☐ OPENING DATE DOES NOT ALLOW SUFFICIENT TIME TO PREPARE BID
☐ EQUIVALENT NOT PRESENTLY AVAILABLE

OTHER REASON OR REMARKS:

COMPANY OR FIRM NAME

SIGNATURE

TITLE

DATE

RETURN TO: CITY OF DUBLIN
PURCHASING DEPT.
PO BOX 690
DUBLIN, GA 31040



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Dublin or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Dublin or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

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

Notary Public



City of Dublin, Georgia 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 Dublin 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 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 the City of Dublin, contractor will secure from such contractor(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 Dublin at the time the subcontractor(s) is retained to provide the service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 20 _____

Notary Public

My Commission Expires: _____

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



City of Dublin, Georgia
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin 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 to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

EEV/ Basic Pilot Program* User Identification Number

Date

BY: Authorized Officer or Agent
(Subcontractor Name)

Title of Authorized Office or Agent of Subcontractor

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

Notary Public: _____

My Commission Expires: _____

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



**SAVE COMPLIANCE AFFIDAVIT
O.C.G.A § 50-36-1(e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Dublin, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United State citizen.
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

NOTARY PUBLIC

My Commission Expires:

BID BOND
BID #25-05-001 Hamilton Street Drainage Additions

The undersign further agrees that, in case of failure on his part to execute the said contract and the bond within thirty (30) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the monies payable thereto shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is:

Certified check on the _____ Bank of _____ **OR**
Bid Bond by the _____ in the
amount of _____ Dollars
(\$_____)

Made payable to the City of Dublin, Georgia in accordance with the conditions of the advertisement and provisions herein:

Date: _____
Company: _____
By: _____
Title: _____
Address: _____
Telephone/Contact # _____

NOTE:

If the Bidder is a corporation, the proposal shall be signed by an *officer of the corporation*;
If a partnership, it shall be signed by a *partner*;
If signed by other, *authority for signature* shall be attached.

Full names and residences of persons and firms interested in the foregoing bid, as principal, are as follows:

NO IRREVOCABLE LETTER OF CREDIT WILL BE ACCEPTED

PAYMENT BOND DOCUMENT
BID #25-05-001 Hamilton Street Drainage Additions

KNOW ALL MEN BY THE PRESENTS, that we _____ (ADDRESS) hereinafter called "Principal" and _____, (Name & Address of Surety) _____ of _____ State of _____, hereinafter called the "Surety" are held and firmly bound unto _____ hereinafter called the "Owner" in the penal sum of _____ Dollars (\$_____.00). Lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a certain contract with the Owner dated the _____ day of _____, 20____ for the construction of:

BID #25-05-001 Hamilton Street Drainage Additions

Which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material supplied in the prosecution of the work provided for in said Construction Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demand, liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Principal, have given notice to the Surety (at the address described in paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Principal:
 - 4.2.1. Have furnished written notice to the Principal and sent a copy, or notice thereof, to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the Principal, or not received with 30 days of furnished the above notice any communication from the Principal by which the Principal has indicated the claim will be paid directly or indirectly: and
 - 4.2.3. Not having been paid within 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Principal.
5. If a notice required by paragraph 4 is given by the Owner to the Principal or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payment made in good faith by the Surety.
8. Amounts owned by the Owner to the Principal under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under Construction Performance Bond. By the Principal furnishing and the Owner accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfy obligations of the Principal and the Surety under this Bonds, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Principal that are unrelated to the Construction Contract. The Owners shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, file notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to relate subcontractors, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction at the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by subparagraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS:
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Principal to furnish labor, material, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, material, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Principal and the Principal's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material; or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Principal identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Principal as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the_____ day _____ 20____.

CONTRACTOR AS PRINCIPAL:

Principal Authorizer (Print)

Principal Authorizer Signature

Principal Authorizer Title (Print)

Principal Secretary (Print)

Principal Secretary Signature

Witness (Print)

Witness Signature

Witness Address

SURETY:

Surety Company (Print)

Surety Company Attorney-in-Fact (Print)

Attorney-in-Fact Signature

Surety Secretary (Print)

Surety Secretary Signature

Witness (Print)

Witness Signature

Witness Address

Payment Bond Notes:

1. Date of Bond must not be prior to date of Contract. If Principal is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND DOCUMENT
BID #25-05-001 Hamilton Street Drainage Additions

KNOW ALL MEN BY THE PRESENTS, that we _____ (ADDRESS) hereinafter called "Principal" and _____, (Name & Address of Surety) _____ of _____ State of _____, hereinafter called the "Surety" are held and firmly bound unto _____ hereinafter called the "Owner" in the penal sum of _____ Dollars (\$_____.00). Lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a certain contract with the Owner dated the _____ day of _____, 20____ for the construction of:

BID #25-05-001 Hamilton Street Drainage Additions

Which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees in the execution or performance of said Construction Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

1. The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Principal performs the Construction Contract, the Surety and the Principal shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Principal and the Surety at its address described in paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Principal's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Principal and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, take one of the following actions:
 - 4.1. Arrange for the Principal, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in

excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

- 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability in whole or part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Principal's right to complete the Construction Contract, and if the Surety elects to act under Subparagraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Principal under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of cost and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Principal for correction of defective work and completion of the Construction Contract:

- 6.2. Additional legal, design professional and delay cost resulting from the Principal's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Principal.

7. The Surety shall not be liable to the Owner or others for obligations of the Principal that are unrelated to the Contract, and the Balance of the Contract Price shall not reduce or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Principal Default or within two years after the Principal ceased working within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of the paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12. DEFINITIONS:

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

- 12.2. Construction Contract: The agreement between the Owner and the Principal, including all Contract Documents and changes thereto;

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

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the_____ day _____ 20____.

CONTRACTOR AS PRINCIPAL:

Principal Authorizer (Print)

Principal Authorizer Signature

Principal Authorizer Title (Print)

Principal Secretary (Print)

Principal Secretary Signature

Witness (Print)

Witness Signature

Witness Address

SURETY:

Surety Company (Print)

Surety Company Attorney-in-Fact (Print)

Attorney-in-Fact Signature

Surety Secretary (Print)

Surety Secretary Signature

Witness (Print)

Witness Signature

Witness Address

Performance Bond Notes:

1. Date of Bond must not be prior to date of Contract. If Principal is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID #25-05-001 – Hamilton Street Drainage Additions
CONTRACT TIME

The bidder further proposes and agrees hereby to commence work under this contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within _____ calendar days from and including the date of Notice to Proceed.

BIDDER

(Authorized Signature)

(Title)

(Date)

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public _____

Commission Expires _____

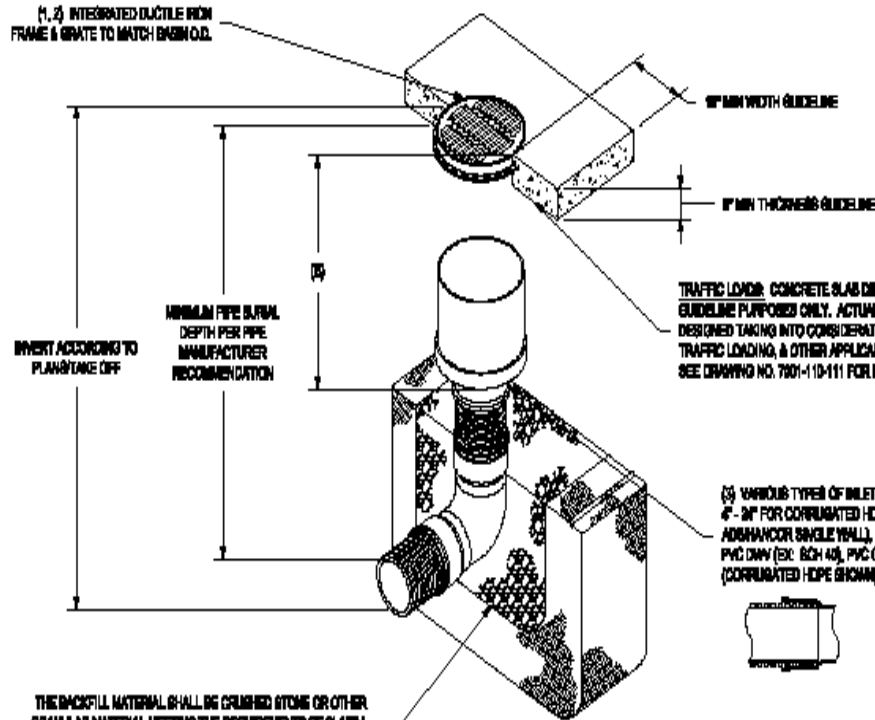
**CITY OF DUBLIN
SPECIFICATIONS FOR HAMILTON STREET DRAINAGE INLETS
BID #25-05-001**

It is the intent of these specifications to detail the work of adding four (4) inlets and one (1) French drain to the existing 48" pipe on Hamilton Street drainage system. This is the detail for a concrete yard inlet and the ADS 2724 AG type inlets. There are two of each of these. The stand pipe is already in place for the ADS 2724 AG type inlets. The following are intended as guidelines, all equivalent or comparable units will be considered. Any exceptions taken must be explained in written detail on bidder's letterhead and attached to the bid submitted. Bidder must attach a copy of the factory warranty with the bid. Bidders shall indicate compliance or specify what they are offering in the following blanks under "COMPLY/SPECIFY".

	COMPLY/SPECIFY
• Complete Drainage Inlet DI-1	_____
• Complete Drainage Inlet DI-2	_____
• Install Drainage Inlet DI-3	_____
• Install Drainage Inlet DI-4	_____
• Install French Drain, FD-1	_____
• Erosion Control Measures	_____
• Grassing	_____

NYLOPLAST 24" INLINE DRAIN: 2724AG __X

(1,2) INTEGRATED DUCTILE IRON FRAME & GRATE TO MATCH BASIN O.D.



ADAPTER SIZE	U
4"	0.25
6"	0.25
8"	0.25
10"	0.25
12"	0.25
14"	0.25
16"	0.25
18"	0.25

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
FEDERATION	NEE'S - 3	24500F	7001-110-111
5' x 15' x 1/2"	N.L. - 10	24500G	7001-110-111
8' x 10' x 3/4"	NEE'S - 20	24500C	7001-110-111
DOVE	1.0M	24500D	7001-110-111
12' x 12' x 1/2"	1.0M (2.1 T)	24500E	7001-110-111

- 1 - BACKFILL/SLAB COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 100-01.
- 2 - FRAME SHALL BE DUCTILE IRON PER ASTM A536 GRADE 100-01.
- 3 - DRAINAGE CONNECTION AT JOINT THICKNESS SHALL CONFORM TO ASTM D2921 FOR CORRUGATED HOPE (ADS N-SHANKOR DUAL WALL, ADVANTAGEOR SINGLE WALL), 18-24 HP, & PVC BENDER.
- 4 - DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.
- 5 - DIMENSIONS ARE IN INCHES.
- 6 - SEE DRAWING NO. 7001-110-111 FOR ADS N-SHANKOR DUAL WALL, ADVANTAGEOR SINGLE WALL, 18-24 HP, & PVC BENDER INFORMATION. SEE DRAWING NO. 7001-110-111 FOR 18-24 HP BELL INFORMATION.

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DRAWN BY	ENC	NATIONAL
DATE	11-01-05	
REVIEWED BY	ENH	PROJECT NO./NAME
DATE	02-10-06	
DWG. SIZE	A	SCALE 1"=0' SHEET 1 OF 1



2450 VENTURA AVE
BIRMINGHAM, AL 35209
PHONE (205) 988-6140
FAX (205) 988-6140
www.nyloplast.com

TITLE	24" IN LINE DRAIN - CLARK SPK INSTALLATION DETAIL
DWG. NO.	7001-110-001
REV	E

