

FIXED AND PORTABLE GENERATOR INSTALLATIONS



**CITY OF DUBLIN
INVITATION TO BID
BID #26-02-001**

Issue Date: February 13, 2026

OPENING DATE AND TIME: **March 19, 2026 at 2:00 PM**

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

**CITY OF DUBLIN ENGINEERING OFFICE
100 S. CHURCH STREET
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: Engineering Dept.

ITEM	SUPPLIES/SERVICES	QTY.	TOTAL COST
1.	Fixed and Portable Generator Installations per attached specs	1 each	\$ _____

f.o.b. Dublin

Delivery Time: _____

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

**Completed E-Verify Documentation must be provided with bid.

**Supporting literature must be provided with bid.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

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 Matthew Bradshaw, Engineering Dir., at bradshawm@dublinga.org.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

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FIXED AND PORTABLE GENERATOR INSTALLATIONS

INVITATION TO BID

Legal Notice

1. Sealed proposals for the completion of the **FIXED AND PORTABLE GENERATOR INSTALLATIONS** owned by the City of Dublin will be received by Mr. Matthew Bradshaw, Engineering Director at the Director's Office until 2:00 p.m. on Tuesday, March 19, 2026, at which time they will be publicly opened. Bids will not be accepted by via facsimile.
2. The project shall include but is not limited to installation of permanent generators at eight sewage lift stations, one existing well, one at the Surface Water Treatment Plant, and one at the Wastewater Treatment Plant; delivery and connection of two portable generators: one for the Holiday Inn / Carver Street Pump Stations and one for the Washington Street Pump Station as well as reuse of an existing generator and manual transfer switch and installation of new service at the Emergency Replacement Water Well.
3. Plans and Specifications are open to inspection at City Hall, Dublin, Georgia, or may be obtained from City of Dublin, Purchasing Department, Post Office Box 690, or 702 E. Madison Street Dublin, Georgia 31021.
4. Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 10% of the base bid. No Irrevocable Letter of Credit will be accepted. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract prices as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. No Irrevocable Letter of Credit will be accepted. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
5. Liability and Worker's Compensation Certificate of Insurance must be provided.
6. City reserves the right to reject any or all Bids, including without limitation, the rights to Reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability to meet any other pertinent standard or criteria established by the City.

THE CITY OF DUBLIN, GEORGIA

END OF INVITATION TO BID

FIXED AND PORTABLE GENERATOR INSTALLATIONS

TERMS AND CONDITIONS -- INVITATION TO BID ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

1. CHANGES: No change will be made to this invitation except by written modification by the City Engineering 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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

INSTRUCTIONS FOR BIDDERS (continued)

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

- Contracts may be cancelled by the City with or without cause with 30-day written notice.
- The City of Dublin is a Drug-Free Workplace. If the contractor has more than 1 employee, including contractor, contractor shall provide for such employees a drug-free workplace, as defined under Official Code of Georgia Annotated ("O.C.G.A.") sections 50-24-2(5) and 50-24-3(b), throughout the duration of this agreement.
- Contractors and Sub-Contractors must execute the affidavit included in the bid package verifying that they have registered and participate in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations rule 300-10-02.
- All Requests for Information (RFI) shall be received no later than seven (7) business days prior to bid date. Any RFI received after this time shall not be addressed.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PROPOSAL and DECLARATION ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

TO THE MAYOR AND CITY COUNCIL

CITY OF DUBLIN, GEORGIA

The bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and contractual documents relative thereto, and has read all Special Provisions and General Conditions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, within thirty (30) calendar days from the date of opening, to contract with the City of Dublin, Georgia in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Dublin, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the following prices. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern.

- 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 for a time of thirty (30) days.
- 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 division 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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PROPOSAL and DECLARATION (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

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)

FIXED AND PORTABLE GENERATOR INSTALLATIONS

ITEMIZED PROPOSED BID

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

FIXED AND PORTABLE GENERATOR INSTALLATIONS PROJECT BID ITEMS					
Item	Description	Quantity	Units	Unit Price	Total
1	Academy Avenue Pump Station 1010 Honeysuckle Road	JOB	-	-	
2	Airport Pump Station 599 Airport Road	JOB	-	-	
3	Alabama Street & Raw Water Pump Stations 808 Alabama Street / 101 Parker Dairy Road	JOB	-	-	
4	Emergency Replacement Water Well 200 Truxton Street	JOB	-	-	
5	Existing Water Well East Madison & South Union Streets	JOB	-	-	
6	Hwy 19 Pump Station 1572 Hwy 19 South	JOB	-	-	
7	Holiday Inn / Carver Street Pump Stations (Portable) 2186 Holiday Inn Road / 1251 Carver Street	JOB	-	-	
8	I-16 Westbound Pump Station 12063 I-16	JOB	-	-	
9	Loves Pump Station 63 Waldrep Road	JOB	-	-	
10	Surface Water Treatment Plant 106 Parker Dairy Road	JOB	-	-	
11	Wastewater Treatment Plant 250 Riverview Drive	JOB	-	-	
12	West Laurens Pump Station 297 West Laurens School Road	JOB	-	-	
13	Washington Street Pump Station (Portable) 1106 South Washington Street	JOB	-	-	
				Total BID:	

Bid Amount (Written Out) _____

Signature

Title

FIXED AND PORTABLE GENERATOR INSTALLATIONS

BID BOND

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

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

Submitted: 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

FIXED AND PORTABLE GENERATOR INSTALLATIONS

NON-COLLUSION AFFIDAVIT

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

The following affidavit is to accompany bid:

STATE OF GEORGIA

COUNTY OF LAURENS

Owner, Partner or Officer of Firm (**PRINT OR TYPE**)

Company Name, Address, City and State (**PRINT OR TYPE**)

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 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 (Print or Type)

Signature

Title (Print or Type)

Subscribed and sworn to before me this ____ day _____ 2026.

Notary Public _____

Commission Expires _____

FIXED AND PORTABLE GENERATOR INSTALLATIONS

CONTRACT TIME
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

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 540 calendar days from and including the date of Notice to Proceed.

Firm Name (Print or Type)

Signature

Title (Print or Type)

Phone #

Fax #

Subscribed and sworn to before me this _____ day _____ 2026.

Notary Public _____

Commission Expires _____

FIXED AND PORTABLE GENERATOR INSTALLATIONS

**ACCEPTANCE OF UNIT PRICING
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

The Bidder declares that he understands that the quantities shown in the Proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of the work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities. Quantities will be determined upon completion of the work at which time adjustment will be made to the contract amount by direct increase or decrease.

Firm Name (Print or Type)

Signature

Title (Print or Type)

Phone #

Fax #

Subscribed and sworn to before me this _____ day _____ 2026.

Notary Public _____

Commission Expires _____

FIXED AND PORTABLE GENERATOR INSTALLATIONS

IMMIGRATION AND SECURITY FORM

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

SB529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

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 may be contracting with the City of Dublin, Georgia, 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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

IMMIGRATION AND SECURITY FORM (continued)

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to contracting with the City of Dublin, Georgia, 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 Georgia Department of Labor 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 perform such service.

Signature Title

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email _____

FIXED AND PORTABLE GENERATOR INSTALLATIONS

**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:

FIXED AND PORTABLE GENERATOR INSTALLATIONS

NOTICE OF AWARD (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

- 4 Copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award.
- 4 Sets of Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award; that is by _____ 2026.

1. You must deliver to the Owner 4 fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the Page(s).
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Paragraph 9) General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. (List other conditions precedent)

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

NOTICE OF AWARD (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

Within ten days after you comply with the above conditions OWNER will return to you on fully signed counterpart of the Agreement with the Contract Document Attached.

CITY OF DUBLIN, GEORGIA _____
OWNER

BY: _____

Mayor _____
(Title)

ACCEPTANCE OF AWARD

(Contractor)

By _____
(Authorized Signature)

(Title)

(Date)

FIXED AND PORTABLE GENERATOR INSTALLATIONS

NOTICE TO PROCEED

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

Date: _____, 2026

TO: _____
(Bidder)

ADDRESS: _____

OWNER'S JOB NO. ITB #26-02-002, FIXED AND PORTABLE GENERATOR
INSTALLATIONS

PROJECT: FIXED AND PORTABLE GENERATOR INSTALLATIONS

CONTRACT FOR:

The project shall include but is not limited to fixed and portable generator installations 215 within the City of Dublin.

You are notified that the Contract Times under the above contract will commence to run on _____, 2026. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Completion and Readiness for final payment are _____ 2026 and _____ 2026, respectively.

Before you may start any work at the site, paragraph 2.7 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with this Contract Document.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

NOTICE TO PROCEED (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

Before you may start any work at the site, you must have submitted the following: Certificate of Insurance, Performance Bond and Payment Bond.

CITY OF DUBLIN, GEORGIA _____
OWNER

BY: _____

Mayor _____
(Title)

ACCEPTANCE OF NOTICE TO PROCEED

(Contractor)

By _____
(Authorized Signature)

(Title)

(Date)

FIXED AND PORTABLE GENERATOR INSTALLATIONS

**PERFORMANCE BOND DOCUMENTS
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

KNOW ALL MEN BY THE PRESENTS, that we _____
(Name & Address of Contractor)

hereinafter called "Principal" and _____,
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and

Firmly bound unto _____ CITY OF DUBLIN _____

hereinafter called the "Owner" in the penal sum of
_____ Dollars (\$ _____)
(Contract Sum)

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 _____, 2026 for the construction of:

FIXED AND PORTABLE GENERATOR INSTALLATIONS
(Name of Contract/Project)

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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PERFORMANCE BOND DOCUMENTS (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

1. The Contractor 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 Contractor performs the Construction Contract, the Surety and the Contractor 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 Contractor 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 Contractor 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 Contractor and the Surety agree, the Contractor 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 Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the contractor 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 in accordance with the terms of the contract with the Owner.
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 Contractor, 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

PERFORMANCE BOND DOCUMENTS (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

- 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 Contractor'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 Contractor 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 Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay cost resulting from the Contractor'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 Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor 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 Contractor Default or within two years after the Contractor 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.

PERFORMANCE BOND DOCUMENTS (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

10. Notice to the Surety, the Owner or the Contractor 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 herefrom 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 Contractor 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 Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes the thereto;
 - 12.3 Contract Default: Failure of the Contractor, 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 Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PERFORMANCE BOND DOCUMENTS (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day _____ 2026.

CONTRACTOR AS PRINCIPAL:

Principal

(Principal) Secretary

By: _____
(Signature & Title)

Address

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

BY: _____
Attorney-in-Fact

Witness as to Surety

Address

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PERFORMANCE BOND DOCUMENTS (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor 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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

**PAYMENT BOND DOCUMENT
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name & Address of Contractor)

hereinafter call "Principal" and _____
(Name and Address of Surety)
_____ of _____

State of _____ hereinafter call the "Surety" are held and firmly bound unto
THE CITY OF DUBLIN hereinafter called the "Owner" in penal sum of

_____ Dollars (\$ _____)
(Contract Sum)

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 _____ 2026_ for the construction of:

FIXED AND PORTABLE GENERATOR INSTALLATIONS
(Name of Contract/Project)

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

NOW THEREFORE, THE CONDITION OF THEI 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 contractor 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:

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PAYMENT BOND DOCUMENT (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

- 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 Contractor 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 Contractor, 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 Contractor:
 - 4.2.1 Have furnished written notice to the Contract 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 Contractor, or not received with 30 days of furnished the above notice any communication from the Contractor by which the Contractor 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 Contractor.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PAYMENT BOND DOCUMENT (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

5. If a notice required by paragraph 4 is given by the Owner to the Contractor 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 Contractor 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 Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor 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 Contractor 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, give 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 in 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 (iii) 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.

PAYMENT BOND DOCUMENT (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, 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 herefrom 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 Contractor 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 Contractor 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 Contractor and the Contractor'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 Contractor 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 Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PAYMENT BOND DOCUMENT (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2026.

CONTRACTOR AS PRINCIPAL:

(Principal) Secretary

Principal

(SEAL)

By: _____
(Signature & Title)

(Address)

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

(SEAL)

By: _____
Attorney-in-fact

Witness as to Surety

Address

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PAYMENT BOND DOCUMENT (continued) **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor 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.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

PAY PROCEDURES **ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

CONTRACTORS shall submit Application for Payment no more than one time per a 30 day time period. For a pay request to be paid on the 10th of the month the pay request must be in the Engineering Department Office no later than the Friday (4:00 p.m.) closest to the 20th of the preceding month. The City has **THIRTY (30)** days upon receiving application for payment to be made, pending application is correct and without error.

ALL APPLICATION FOR PAYMENT SHOULD BE DELIVERED TO OR MAILED TO:

**ENGINEERING DEPARTMENT
CITY OF DUBLIN
P.O. BOX 690
DUBLIN, GA 31040-0690**

After work has commenced at the site, progress payments shall be made as stated above, based on the value of work completed plus the value of materials and equipment suitably stored, insured, and protected at the construction site (and at the City's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the City), less retainage; and

(A) Prior to Substantial Completion, progress payments will be 90% of the work completed (with the 10% balance being retainage). Provided, however, when 50 percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

(B) If, after discontinuing the retention, the City determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by City, the contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

(C) At substantial completion of the work, as the City determines the work to be reasonably satisfactory, the City shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the City shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.

(D) The contractor and subcontractors shall, within ten days from their receipt of retainage, pass through payments to their subcontractors as required by law.

Final Payment - Upon final completion and acceptance of the work the City shall pay the remainder of the Contract Price.

The City, prior to making any payment, may require the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid. No compensation will be allowed for Change Orders without prior written approval from the City.

The City of Dublin Engineering Department Partial Pay Estimate Form is to be used for Application for Payment unless prior approval is obtained from the City. The Partial Pay Estimate Application for Payment form will be supplied to the low bidder, or is available on request to our office.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

CITY OF DUBLIN GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS (PART OF ALL CONTRACT DOCUMENTS) ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

These General Provisions, the Specifications, the Invitation to Bid/Quote Form and any attachments, constitutes the bid document, and will be considered as one document and shall form the Contract for the job awarded.

1. **Laws and Regulations**

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. **Bid/Quotes Submittals**

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto and must be initialed in ink by person signing quotation. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

3. **Change Orders**

Without invalidating the Agreement and without notice to any surety (giving of any such notice will be contractor's responsibility). City may order additions, deletions, or revisions in the work. Upon Receipt of a change order, contractor shall promptly proceed with the work involved Change Orders will be without effect unless issued and authorized in writing by the City of Dublin

4. **Quality Standards**

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offer, or specifies the brand, model, and other data for comparison with their bid/quote. The City of Dublin will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

5. **Rejection**

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense

**CITY OF DUBLIN
GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
(PART OF ALL CONTRACT DOCUMENTS)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

6. **Permits**

Contractor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Dublin. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

7. **Hazardous Materials**

Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. If this order covers goods, which include hazardous chemicals, contractor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation. This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

8. **Warranties**

Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. The contractor shall guarantee the quality of materials, equipment, and workmanship for a period of 12 months after Final Completion. Defects discovered during this period shall be repaired by the Contractor at no cost to the owner. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the contract documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents: 1. observations by City; 2. recommendation by City or payment by City of any progress or final payment; 3. the issuance of a certificate of Substantial Completion by City; 4. use or occupancy of the work or any part thereof by City; 5. any acceptance by City or any failure to do so; 6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by City; 7. any inspection, test, or approval by others; or 8. any correction of defective Work by City.

9. **Re-Award**

When the contract is terminated by the vendor upon 30 day notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

10. **Errors and Omissions**

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

**CITY OF DUBLIN
GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
(PART OF ALL CONTRACT DOCUMENTS)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

11. **Late Receipt of Bid/Quote Documents**

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e., if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

12. **Licenses**

If applicable, successful vendor shall have paid any applicable City Occupation Tax covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of the City Clerk, telephone (478) 277-5019. Vendor must hold all required Federal or State licenses, and certifies to the City that he holds such and that all are current and valid. Contractor shall pay all patent fees, royalties, or similar fees.

13. **Evaluation of Bid/Quote**

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time, and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity, and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

14. **Non-Discrimination**

During the performance of this contract, the contractor agrees that the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, or national origin. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future City of Dublin contracts.

15. **Delivery of Bonds**

When Contractor delivers the executed Agreements to City, Contractor shall also deliver to City such Bonds as Contractor may be required to furnish.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

CITY OF DUBLIN GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS (PART OF ALL CONTRACT DOCUMENTS) ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

16. **Notice to Proceed**

No Work shall be done at the Site prior to the date indicated in the Notice to Proceed. The Contract Times will commence to run on the day indicated I the Notice to Proceed.

17. **Underground Facilities**

Contractor shall have full responsibility for locating all Underground Facilities, reviewing and checking all Underground Facilities information and data, coordination of the work with the owners of such Underground Facilities, including the City of Dublin, during construction and the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the work, and shall include the cost thereof in the Contract Price.

18. **Supervision and Superintendence**

Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, unless such means, method, technique, sequence, or procedure of construction is expressly required by the City. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity against whom City may have reasonable objection. CONTRACTOR shall be fully responsible to City all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between the City of Dublin and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity.

19. **Safety and Protection**

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: 1. all persons on the Site or who may be affected by the Work; 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and 3. other property at the Site or adjacent thereof, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

20. **Delay of an Award**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

**CITY OF DUBLIN
GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
(PART OF ALL CONTRACT DOCUMENTS)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

21. **Choice of Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Georgia in and for the City of Dublin, Laurens County, Georgia. This Agreement shall be interpreted under and governed by the laws of the State of Georgia.

22. **Defense and Indemnity Agreement**

The Contractor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

23. **Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

24. **Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

25. **Entire Agreement**

The contract represents the entire Agreement between the parties and supersedes any prior oral or written statements, discussions or understanding between the parties.

PROVISIONS FOR REMEDIES
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

1. **Termination:** Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City; or if the grant to the City under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the contractor shall fail to fulfill its obligation under this contract in a timely and proper manner, or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City may terminate this contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work and they shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.
2. **Liquidated Damages of Delays:** If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed and agreed liquidated damages (it being impossible to determine the damages occasioned by the delay) for each working day of delay, until the work is completed, the amount **\$500.00** per day and the Contractor and his sureties shall be liable to the City for the amount thereof.
3. **Excusable Delays:** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - (a) To any acts of the Government, including controls or restrictions upon or requisitioning of material, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
 - (b) To any acts of the City.
 - (c) To cause not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God or of the public enemy, act of another Contractor in the performance of some other contract with the City, fires, floods, epidemics. Quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclone; and
 - (d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) of the subparagraph "d".

Provided, however, that the Contractor promptly notified the City within ten (10) days of the cause of delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**TERMINATION FOR CONVENIENCE CLAUSE
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

This contract may be terminated by the City of Dublin at any time for any reason by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract. In such case, Contractor shall be paid (without duplication of any items):

- 1 For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination

MEASUREMENT AND PAYMENT

ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

1. Academy Avenue Pump Station. The contractor shall provide all materials, parts, or labor to install a generator per plans, details, drawings, and specifications. This shall include but not be limited to the demolition of manual transfer switch, generator disconnect switch and plug, surge suppressor and the installation of new ATS, new generator with pad, new transformer/panel unit, new surge suppressor, all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
2. Airport Pump Station. The contractor shall provide all materials, parts, or labor to install a generator per plans, details, drawings, and specifications. This shall include, but not be limited to the demolition of manual transfer switch, double-throw switch, and generator plug, surge suppressor and installation of new ATS, new generator with pad, new transformer/panel unit, fencing, new surge suppressor and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator and system, reroute water line, replace water meter, and replace check valve. This work shall be paid as a lump sum.
3. Alabama Street and Raw Water Pump Stations. At the Alabama Street Pump Station, the contractor shall provide all materials, parts, or labor to install a generator per plans, details, drawings, and specifications. This shall include, but not be limited to the demolition of manual transfer switch and plug, main lug only panel, controls transformer, power circuits and installation of vault, borings, new grounding system, all grounding connections, new ATS, new generator with pad, new panelboard, new surge suppressor new transformer/panel unit, all power and control conductors and conduits, rerouting of water line and new backflow preventer and hydrant.

At the Raw Water Pump Station, the contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to demolition of service mast, conduits and conductors and the installation of new weatherhead and service mast, two new enclosed breakers, new pull box, and new ATS and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.

4. Emergency Replacement Water Well. The existing generator and manual transfer switch are to remain. The contractor shall provide all materials, parts or labor to connect an existing generator per plans, details, drawings and specifications. This shall include but not be limited to the demolition of generator plug and the installation of new enclosed circuit breaker service disconnect and grounding system, service lateral, enclosed breaker, pull box, all conductors and conduits, and perform all testing and startup. This work shall be paid as a lump sum.

MEASUREMENT AND PAYMENT (continued)
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS

5. Existing Water Well. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of poles, service mast, meter, service disconnect switch, well pump motor starter, existing building, and installation of new 480Y/277V service pole, service mast, meter, enclosed circuit breaker service disconnect, grounding system, ATS, new generator with pad, new transformer/panel unit, panelboard, RVSS well pump motor controller, new building on slab complete, fencing, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
6. Holiday Inn and Carver Street Pump Stations (Portable). At Holiday Inn Pump Station, the contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of small transformer, and installation of new enclosed circuit breaker, new double-throw switch, new generator cable box and plugs, generator connection panel, new equipment support structure, new fencing, new load center, new portable generator, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.

At Carver Street Pump Station, the contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of loadcenter/service disconnect, antenna, alarm light, and pump station control panel, and installation of new enclosed circuit breaker service disconnect, new grounding system, new pump station control panel and appurtenances, new double-throw switch, new generator connection panel, new enclosure for cables and plugs, new portable (shared with Holiday Inn Pump Station) generator, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.

7. Hwy 19 Pump Station. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings, and specifications. This shall include, but not be limited to the demolition of service lateral, and installation of new enclosed circuit breaker service disconnect, new grounding system, ATS, new generator with pad, new transformer/panel unit, and fencing, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
8. I-16 Westbound Pump Station. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of enclosed circuit breaker, manual transfer switch, surge suppressor, small transformer, generator plug, and installation of new ATS, new generator with pad, new transformer/panel unit, surge suppressor, fencing, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

9. Loves Pump Station. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of manual transfer switch, generator plug, and installation of new ATS, new generator with pad, new transformer/panel unit, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
10. Surface Water Treatment Plant. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of conductors and conduit, and installation of new enclosed circuit breaker service disconnect, new grounding system, ATS, new transformer/panel unit, two new enclosed circuit breakers, new generator and concrete pad for generator and electrical equipment, equipment shelter, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
11. Wastewater Treatment Plant. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the demolition of conductors and conduit, wood poles and installation of new enclosed circuit breaker service disconnect, new grounding system, ATS and concrete pad, new panel, new weatherhead pole, new generator with concrete pad, and all power and control conductors and conduits, perform all testing and startup. This work shall be paid as a lump sum.
12. West Laurens Pump Station. The contractor shall provide all materials, parts or labor to install a generator per plans, details, drawings and specifications. This shall include, but not be limited to the installation of new enclosed circuit breaker service disconnect, new grounding system, ATS, new generator and pad, new transformer/panel unit, surge suppressor, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.
13. Washington Street Pump Station (Portable). The contractor shall provide all materials, parts, or labor to install a portable generator per plans, details, drawings, and specifications. This shall include, but not be limited to the demolition of enclosed circuit breaker, manual transfer switch surge suppressor, conductors and conduit, generator plug, and installation of new enclosed circuit breaker service disconnect, new grounding system, ATS, new transformer/panel unit, surge suppressor, new enclosure for cables and plugs, new portable generator, and all power and control conductors and conduits, perform all testing, startup, and fueling of the generator. This work shall be paid as a lump sum.

FIXED AND PORTABLE GENERATOR INSTALLATIONS

**City of Dublin Vendor Information Form
ITB #26-02-002, FIXED AND PORTABLE GENERATOR INSTALLATIONS**

Date: _____

Company Name: _____

Address: _____

City/State: _____ **Zip** _____

Remittance Address: _____

Contact Name/Title: _____

E-mail Address: _____ **Website:** _____

Telephone Number: _____ **Fax Number:** _____

Taxpayer I.D. or Social Security Number: _____

Federal Work Authorization Number: _____

Utility License Number: _____

List the Commodities or Services your Company is capable of supplying:

Name, Title, and Signatures of Persons Authorized to Sign Bids and Contracts:

Name: _____ **Title:** _____ **Signature:** _____

I certify that the information that is stated above is factual and true and the taxpayer identification or social security number is correct.

Signature/Title

Date

**Technical
Specifications**