

AGREEMENT FOR

AVONDALE ESTATES- DRAINAGE REPAIRS – MAJESTIC CIRCLE  
BID NUMBER: CIP 2022-001

THIS AGREEMENT, made and executed in Avondale Estates, Georgia, this \_\_\_\_\_th day of \_\_\_\_\_, 2022, by and between the City of Avondale Estates situated in the State of Georgia, hereinafter called the "City" and

\_\_\_\_\_,  
an individually owned company with principal offices at \_\_\_\_\_,  
\_\_\_\_\_, Georgia, \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the prices stipulated in the Bid Form herein contained or hereunto annexed and under the penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense all materials, supplies, machinery, equipment, tools, apparatus, and other means of construction, maintenance and repair, and all management, supervision and labor, and perform all the work necessary to construct, maintain, repair, and complete the work within the scope of this Contract as outlined in the "Invitation to Bid", "Instructions to Bidders", "General Conditions", "Project Plans" and "Specifications" herein contained, including material furnished by the City (if any), all of which documents are expressly incorporated herein by reference and made a part of this agreement, commencing the Work within seven (7) calendar days from the date of "Notice to Proceed" from the City, and commencing emergency work within four (4) hours after notification by the City, in the manner specified and in conformity with the requirements set forth in the Project Plans and Specifications herein contained.

The Contractor shall proceed with the said work in a prompt and diligent manner at such times and in such order as the City may direct. Further, he shall complete the work to the satisfaction of the City and within 90 calendar days, and in default of completion within the time fixed, this Contract will be subject to termination as stipulated in the Bid Document Package.

The City shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay, or interference of any other contract, or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

It is further mutually agreed by the parties hereto that the work will be performed in accordance with Project Plans and Specifications together with any supplementary instructions as prepared or approved by the City and other contract documents, except in the case of emergency the work will be undertaken by the Contractor immediately upon notification by the City and will be performed in accordance with the contract documents and orders of the City.

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It is hereby mutually agreed that the City of Avondale Estates is to pay and the Contractor is to receive the prices bid in the Bid Form herein contained ( ) or hereto annexed, as full compensation for furnishing all materials, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance, and repair necessary to complete the work under the conditions herein specified, and for fully complying with the terms and conditions of this Contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State taxes against any item entering into the work of this Contract exclusive of profits may be reimbursed to the Contractor by the City as provided hereunder.

Subject to the applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of the guarantee period and the Contractor and his Sureties are finally released by the City.

The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the allowable calendar days for completion period even if the work is not completed until after the expiration of the allowable calendar day for completion term.

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may retain from the monies which may become due the amount of five hundred dollars per day for each and every day that the completion of the work may be delayed.

(SIGNATURES NEXT PAGE)

IN WITNESS WHEREOF: The parties have executed this agreement the day and year above mentioned.

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

ATTEST:

CITY OF AVONDALE ESTATES,  
GEORGIA

\_\_\_\_\_

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

(Witness)

(Contractor)

(SEAL)

ATTEST:

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

(Secretary)

(Title)

(Witness)

(Address)

APPROVED AS TO FORM:

\_\_\_\_\_

(City Attorney)

NOTE: City Clerk should attest. If Contractor is a corporation, Secretary of Corporation should attest.

PERFORMANCE AND PAYMENT BONDS:

The City of Avondale Estates requires a performance bond and a payment bond, each having a bond value of one hundred percent (100%) of the total amount bid. The attached performance bond and payment bond must be used for this requirement.

PERFORMANCE BOND

AVONDALE ESTATES- DRAINAGE REPAIRS - MAJESTIC CIRCLE  
BID NUMBER: CIP 2022-001

KNOW ALL MEN BY THESE PRESENTS, That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
a (Corporation, Partnership or Individual)  
hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

City of Avondale Estates

21 North Avondale Estates Plaza,  
Avondale Estates, Georgia 30002

\_\_\_\_\_  
(Name of Obligee)

\_\_\_\_\_  
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum for the base bid of

\_\_\_\_\_  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated \_\_\_\_\_, 20\_\_\_\_ for \_\_\_\_\_

PERFORMANCE BOND

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

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

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

(SIGNATURES NEXT PAGE)

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

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:  
By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Attorney in Fact)  
And Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to Date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: 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.

PAYMENT BOND

AVONDALE ESTATES- DRAINAGE REPAIRS - MAJESTIC CIRCLE  
BID NUMBER: CIP 2022-001

KNOW ALL MEN BY THESE PRESENTS, That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
a (Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

City of Avondale Estates  
(Name of Obligee)

21 North Avondale Estates Plaza, Avondale Estates, Georgia 30002  
(Address of Obligee)

hereinafter referred to as Obligee, for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the penal sum for the base bid of \_\_\_\_\_

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

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated \_\_\_\_\_, 20\_\_\_\_ for \_\_\_\_\_

PAYMENT BOND

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

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

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

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

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PAYMENT BOND



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PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

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

(SIGNATURES NEXT PAGE)

PAYMENT BOND  
BID NUMBER: CIP 2022-001  
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Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:  
By: \_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney in Fact)  
And Resident Agent

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: 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.

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he knows the seal  
of said corporation; that one of the seals affixed to said instrument is such seal; that it was so  
affixed by order of the directors of said corporation, and that he signed his name thereto by like  
order.

\_\_\_\_\_  
(Notary Public)

(SEAL)  
=====

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_  
to me known, and known to me to be one of the members of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(Notary Public)

(SEAL)

=====

**ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_  
to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(Notary Public)

(SEAL)

=====

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he knows the seal  
of said corporation; that one of the impressions affixed to said instrument is an impression of  
such seal; that it was so affixed by order of the directors of said corporation, and that he signed  
his name thereto by like order.

\_\_\_\_\_  
(Notary Public)

(SEAL)

=====

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_  
to me known, and known to me to be one of the members of the firm of \_\_\_\_\_  
\_\_\_\_\_ described in and who executed the foregoing instrument and he  
acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(Notary Public)

(SEAL)

=====

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and  
appeared \_\_\_\_\_  
to me known to be the person described in and who executed the foregoing instrument and  
acknowledged that he executed the same.

\_\_\_\_\_  
(Notary Public)

(SEAL)

=====

**ACKNOWLEDGEMENT BY SURETY COMPANY**

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_ the to me personally known of \_\_\_\_\_ corporation described in and which executed within the instrument, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the said corporation; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
(Notary Public)

(SEAL)