

April 7, 2011

To Whom It May Concern:

The City of LaGrange will receive sealed bids until **2 PM EST, FRIDAY, APRIL 15, 2011** in the Office of Purchasing, Room 208, City Hall, 200 Ridley Avenue, LaGrange, GA 30240 to Furnish and Install Gateway Grant Landscaping, LaGrange, Georgia 30241 in accordance with the following conditions, attached specifications and drawings.

**GENERAL CONDITIONS:**

1. The City of LaGrange is exempt from sales and excise taxes. All bids shall be free of sales and excise taxes. This does not relieve the contractor from any obligation to pay sales and excise tax to suppliers.
2. The City reserves the right to ask any and/or each bidder to submit a list of similar jobs completed in the LaGrange and surrounding area, to inspect those jobs and to question owners or other knowledgeable individuals about the quality of work or reliability of the contractor
3. All work shall be done in accordance with the bid documents, specifications and drawings. Bids shall be submitted on the forms supplied in the bid documents.
4. All bids shall be held valid for a period of sixty (60) days after the opening date.
5. A Bid Bond or certified check made out to the City of LaGrange in the amount of 5% of the base bid proposal must accompany the bid. Bid Bonds or certified checks will be returned to unsuccessful bidders within 30 days. The Bid bond or certified check will be returned to the successful bidder when the notice to proceed is issued.
6. Bidders are expected to examine carefully the work sites, the specifications, conditions, etc. before submitting a proposal. The submission of a proposal shall be considered evidence that the bidder has made such examinations and is satisfied as to the conditions to be encountered in performing the work.
7. The City of LaGrange reserves the right to accept or reject any and/or all bids and to accept the bid which City personnel considers the most advantageous to the City. The City further reserves the right to waive informalities and minor irregularities in all bids received in the bidding process.
8. All bidders shall complete and submit with any bid a notarized affidavit (forms attached) in compliance with O.C.G.A. Section 13-10-91 attesting to the Bidder's registration with the Federal work authorization program.

Questions concerning these conditions and specifications should be addressed to me at 706-883-2046 or to Alton West, Community Development Director at 706-883-2010. To avoid being inadvertently opened by City personnel all bids should be clearly marked "**BID OPENING, GATEWAY GRANT, 2 P.M. EST, FRIDAY, APRIL 15, 2011**" on the front.

Sincerely,

Robi Higgins Bowles  
Purchasing Agent

**CITY OF LAGRANGE  
GATEWAY GRANT PROJECT  
LAFAYETTE PARKWAY (S.R.109) & I-85 INTERCHANGE**

**PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE GATEWAY GRANT LANDSCAPING PROJECT, LAFAYETTE PARKWAY, LAGRANGE, GA 30241 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS AND DRAWINGS.**

**GENERAL INFORMATION:**

- The City of LaGrange will be provide the GA D.O.T. Special Encroachment Permit which has been obtained.
- The City will be responsible for erecting traffic/street signage per GA D.O.T instructions.
- The City of LaGrange will be responsible for obtaining the utility locates.
- Troup County and City crews shall remove trees in median and triangle area. Troup County work crews will rough grade the median and far-east area.

**GRASSING SPECIFICATIONS:**

The final surface shall be raked, all objectionable materials, trash, brush, weeds, and stones larger than one inch shall be removed from the site and disposed of properly off base. Contractor shall apply lime @ 100# per 1000 sq ft. and apply 10-20-30 fertilizer @ 10# per 1000 sq ft. Contractor shall subsoil thoroughly to a minimum depth of 12". This should be done in a crossing pattern to insure good break. This should also be done where landscape planting are to be planted. Contractor shall till surface and smooth for a uniform finish; Seed with Trans-continental Bermuda seed @ 2#/1000 sq ft and mulch with wheat straw. If water is made available, water seeded areas until established. Fertilize with 33-0-0 @ 3#/1000 when seed starts to germinate. Contractor shall guarantee of up 90% grass coverage.

**LUMP SUM BID: \$ \_\_\_\_\_**

**GUARANTEED DAYS TO COMPLETE: \_\_\_\_\_**

**DATE, TITLE & SIGNATURE OF PERSON PREPARING BID:**

---

---

**NAME, ADDRESS, EMAIL, PHONE & FAX NUMBER OF BIDDING ORGANIZATION:**

---

---

**STANDARD SPECIFICATIONS AND CONTRACT  
CITY OF LAGRANGE, GEORGIA  
REVISED APRIL 2011**

**SECTION NO. 1**

Instructions to Bidders and Special Provisions

**SECTION NO. 2**

Proposal

**SECTION NO. 3**

Contract Agreement

**SECTION NO. 4**

Detail Specifications, Insurance and Bond Forms

1.0

INSTRUCTIONS TO BIDDERS  
AND SPECIAL PROVISIONS

1.1 Advertisement for Bids

The City of LaGrange, Georgia invites bids on the proposal form attached herein to furnish necessary labor, materials, and equipment to perform the following work:

**PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE GATEWAY GRANT LANDSCAPING PROJECT, LAFAYETTE PARKWAY, LAGRANGE, GA 30241 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS AND DRAWINGS.**

Bids will be received by the City at: **200 RIDLEY AVENUE, ROOM 208, OFFICE OF PURCHASING, LAGRANGE, GEORGIA 30240** until: **2 P.M. EST, FRIDAY, APRIL 15, 2011.**

1.2 Definitions

Where the following terms occur, they shall have the following meanings:

"City" shall mean the City of LaGrange, a Municipal Corporation of Troup County, Georgia and shall include its legally designated agents, and/or representatives, who are party of the first part to the following agreement.

"Specifications" shall mean all sections of this document, including instructions to bidder and special provisions, proposal, contract agreement, performance bond, payment bond, and detail specifications.

"Exhibits" shall mean plats, plots, plans, drawings or lists attached hereto or referred to herein and made part of this document.

"Contractor" shall mean the party of the second part to the following agreement, or the legal authorized representative of such party.

1.4 Work to be Done

The work to be done is to comply fully with the detailed specifications, Section No. 4.

1.5 Material Furnished by City

The City shall furnish no labor, materials or equipment, except as listed below: **NONE**

1.6 Time For Completion

The time allowed for completion of all work to be done under this contract shall begin after notification by the City to proceed with the work. The time allowed for this work is: **30 CALENDAR DAYS AFTER RECEIPT OF ORDER.**

1.7      Site Examination

The bidder is expected to examine the site of the work to be performed and fully inform himself of conditions that may affect the work.

1.8      Exhibits

All exhibits may be obtained from the agency preparing them as listed below, and at the fees indicated. Any bidder in doubt of the true meaning of any exhibit may submit in writing a request to the agency preparing the same for an interpretation thereof. N/A.

1.10     Proposal

All proposals shall be made on the proposal forms included herein and shall become a part of these specifications. The proposal shall in all cases, cover the work outlined herein.

1.11     Surety Bonds

Surety bonds attached on the proper forms, duly executed by the Bidder as principal, and having as surety thereon a surety company approved by the City are required as follows:

A bid bond or certified check in an amount equal to FIVE percent (5%) of the base bid amount. Such certified check or bid bond will be returned to all but the lowest bidder within thirty days after the opening of bids, and to the lowest bidder after the execution of the attached contract.

A performance bond in an amount equal to one-hundred percent (100%) of the base bid amount, the cost of which shall be included in bid **IF SUCH BID EXCEEDS \$100,000.00.**

A payment bond in an amount equal to one-hundred percent (100%) of the base bid amount, the cost of which shall be included in bid **IF SUCH BID EXCEEDS \$100,000.00.**

1.12     Right to Reject Bids

The City reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening proposals. Any conditions, limitations or provisions attached to the Proposal, except as provided herein, will render it informal and may cause its rejection. Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

1.13     Determination of Low Bid

The Contract will be awarded, if it is awarded, to the lowest responsible, responsive bidder as determined by the City of LaGrange. Elements that will be considered in making this determination may include, but not be limited to, the following:

1. Whether the bidder involved, (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work, (d) has appropriate technical experience, (e) has the relevant experience on similar projects, (f) has the ability to perform the work within the specified time period, (g) has adequate bonding and insurance capacity and (h) has an acceptable safety record.

2. The City has the right to accept the price bid on any equipment approved by the City as equal to that specified, or on equipment on which a bid is required, as a basis for award of contract.
3. The City has the right to apply any or all of the "Alternates" listed in the Proposal for the purpose of making an award.
4. Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the same design criteria and is equal in function and durability, as determined by the City, will be considered acceptable.

1.14      **Working Drawings**

The contract price shall include the cost of furnishing all working drawings and supplementary data and the Contractor shall be allowed no extra compensation for furnishing such information.

1.15      **Construction Stakes**

The Contractor shall provide such stakes, materials, and such labor and assistance as the City may require in laying out work, establishing benchmarks, and checking and measuring the work. All construction staking or field engineering shall be performed by a person or persons deemed skilled and qualified by the City to execute this work.

1.16      **Access Roads**

Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. The Contractor shall take measures to prevent soil, mud, or other foreign materials from being tracked onto existing streets or roads.

1.17      **Weather Limitations**

Due to weather conditions, the City may direct the work to be stopped. Weather days will be added to the time allowed for completion listed in Section 1.6 above. Weather limitations, if applicable, are more specifically described in Section 6.

1.18      **Right-of-Way**

The necessary land for the construction of the work will be furnished by the City, and a definite area will be allocated to the Contractor for storage of materials and equipment used in the construction of the work. All operation shall be confined to the assigned area.

1.19 Traffic Control

The Contractor shall furnish and install all necessary traffic control devices for the protection of employees, the public, and equipment as required by local, state, or federal regulations. Devices required may include barricades, traffic cones, certified flagmen, warning signs, and lights at night.

1.20 Construction Housing

Should the Contractor so desire, he may use trailers or build structures for housing, tools, machinery and supplies; but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such facilities shall be removed, together with all rubbish and trash, at the expense of the Contractor.

1.21 Safety Regulations

The performance of work under this contract shall comply with safety regulations prescribed by the City or required by law. Each bidder shall satisfy himself as to the character and extent of such regulations. The successful bidder shall submit to the City a copy of their Substance Abuse Policy. **For natural gas projects, the Substance Abuse Policy must comply with D.O.T. Pipeline Safety Regulations Part 191, 192, 199, and 40. The latest statistical data sheet, operators qualification certification (Part 192 subpart N) and substance abuse policy must be approved the City before a notice to proceed will be issued**

1.22 Sanitary Regulations

Necessary sanitary conveniences for the use of Contractor employees shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the City. Their use shall be strictly enforced.

1.23 Laws and Regulations

The Contractor shall keep himself fully informed of all laws, ordinances, orders or decrees, and regulations of the Federal, State, City and County Governments in any manner affecting those engaged or employed in the work, or the materials used in the work, or the conduct of the work. If any discrepancy or inconsistency should be discovered in the Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the City. The Contractor shall at all times observe and comply with all existing and future laws, ordinances, and regulations, and shall protect and indemnify the City against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

1.24 Erosion Control

The Contractor shall comply with all laws and regulations pertaining to erosion control and shall in no event allow water, soil, silt, or other materials to migrate onto other property, public or private, so as to cause damage. All necessary permits shall be obtained prior to starting work.

1.25 Competent Labor

The Contractor shall employ only competent and skilled personnel to do the prescribed work. The Contractor shall have a competent supervisor present at all times when the work is in progress with authority to receive orders and execute the work. The Contractor shall, upon demand from the City, immediately remove any workman whom the City may consider incompetent or undesirable.

1.26 Inspection and Control of the Work

The Contractor shall furnish the City with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications. All materials furnished and work done when not in accordance with the Specifications will be rejected and shall immediately be removed and other work done and materials furnished in accordance therewith. If the Contractor fails to correct the work and materials as above ordered within seven days, then the City may have the right and authority to stop the Contractor and his work at once and supply personnel and material, at the cost and expense of the Contractor, to remove correct said work and materials. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance. All work shall be guaranteed against defects in workmanship or materials for a period of one year from the date of final acceptance by the City.

1.27 Disagreement

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Specifications, the decisions of the City shall be final and conclusive and binding upon all parties to the contract.

1.28 Cooperation of Contractor

The Contractor shall in every way cooperate with the City and other persons or firms performing work on or near the work herein described. This cooperation shall include scheduling of work for the best interest of all concerned. Any work which requires an interruption of service to existing customers shall be performed at a time determined solely by the City.

1.29 Liquidated Damages

The Contractor shall pay to the City as liquidated damages the sum of TWO HUNDRED FIFTY dollars (\$250.00) for each calendar day that he shall be in default of completing the work in this contract within the time limit named in Section 1.6 above.

1.30 Order of Work

The prosecution, order or sequence of the work shall be as provided herein or as approved by the City, which approval, however, shall in no way effect the responsibility of the Contractor.

1.31 Permits and Licenses

Before any work is commenced, all Federal, State, County, and City, or other permits, work orders, or other licenses shall be obtained from the various agencies, private and public, concerned and displayed on the job site as directed.

1.32 Contractor and Subcontractor Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and provided the City with a certificate showing satisfactory proof of carriage of the insurance. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The insurance required herein shall provide adequate protection for the Contractor, his subcontractors, and the City against damage claims which may arise from operations under this contract.

(a) Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workmen's Compensation Insurance for all of the employees to be engaged in work on the project under this contract. In case any class of employees engaged in hazardous work on the project under this contract is not protected under Workmen's Compensation statute, the Contractor shall provide a Workmen's Compensation policy for the protection of such of his employees not otherwise protected. The amount of such insurance shall be per ATTACHED SAMPLE CERTIFICATE OF INSURANCE FOR MAJOR CONTRACTORS.

(b) Public Liability, Property Damage, and Automobile Liability Insurance: The Contractor shall procure and maintain during the life of the contract such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him from claims for damage for personal injury including accidental death as well as from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be **PER ATTACHED SAMPLE CERTIFICATE OF INSURANCE FOR MAJOR CONTRACTORS**.

1.33 Reports, Records and Data

The Contractor and each of his subcontractors shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City may request concerning work performed or to be performed under this contract.

1.34 Subcontracting

- (a) The Contractor may utilize the services of specialty subcontractors on parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not subcontract the complete work, or any major portion thereof, and shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

1.35 Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim.

1.36 Accident Prevention

Precautions shall be exercised at all times for the protection of all persons and property, and hazardous conditions shall be guarded against or eliminated. The Contractor shall be responsible for all injuries or damages to persons or property, and shall indemnify and save harmless the City from all damages and costs by reason of injury to person or property, resulting from negligence or carelessness in the performance of the work, or from any improper materials used in its construction, or on account of any act or omission of the Contractor, his agents or employees. Payments due under this contract may be retained by the City until all suits or claims for damages shall have been settled to the satisfaction of the City.

1.37 Changes in Work

The estimated quantities of work to be done and materials to be furnished under this contract shown in any of the documents including the Proposal, are given for use in comparing bids and to indicate approximately the total amount of the contract; and the right is especially reserved to increase or decrease them as may be deemed reasonably necessary or desirable by the City.

Should the Contractor encounter during the progress of the work subsurface or latent conditions at the site materially differing from those shown or indicated in the Specifications, or unknown conditions differing materially from those ordinarily encountered in work of the character of this contract, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions. No changes in work, or claim of payment for such work, shall be made without prior written approval by the City.

The Contractor shall furnish to the City when required an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

Charges or credits for the work covered by the approved change shall be determined by one or more of the following methods:

- (a) Unit bid prices stipulated in the Proposal or as subsequently approved, which unit prices shall include allowances for overhead and profit.
- (b) An agreed lump sum.

(c) The actual cost, by keeping a correct account including all vouchers for labor, materials, equipment ownership or rental costs, utilities, prorata insurance cost, and a fixed fee not to exceed 15 percent of the total for combined overhead and profit.

1.38 Patents

(a) The Contractor and/or sureties shall hold and save the City and its officers, agents, servants, and employees harmless from liability or claims of infringement of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract unless otherwise specifically stipulated in the Contract Documents.

(b) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or cost arising from the use of such design, device or materials, in any way involved in the work.

1.39 Inspection and Testing of Materials

Unless otherwise specifically provided in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by agencies arranged for by the Contractor and approved by the City. The Contractor will pay for all laboratory inspection services as a part of the contract. The Contractor shall furnish and deliver all such extra quantities of materials and items as may be required for testing.

Where the detailed specifications call for certified copies laboratory tests to establish conformance of certain materials with the specifications it shall be the responsibility of the Contractor to assure the delivery of such certifications to the City.

No materials or finished articles shall be incorporated in the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work. The testing and approval of materials by an agency approved by the City shall not relieve the Contractor of any of his obligation to fulfill his contract and guarantee of workmanship and materials. The Contractor may, at his option and at his own expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished article.

In general, materials and testing of materials shall comply with A.S.T.M. Specifications applicable, except as herein otherwise specified.

1.40 Final Acceptance of Work

(a) Clean-up: The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of run off. Handwork, including raking and smoothing,

shall be required to ensure the removal of roots, sticks, rocks, and other debris in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained. The City shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

(b) Liens: Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the City proper and satisfactory evidence that all claims for labor and material employed or used in the construction of the work under this contract has been settled, and that no legal claims can be filed against the City for such labor or material.

1.41 Fair Labor Standards

The Contractor shall conform to all applicable "Fair Labor Standards Provisions", which are hereto made a part of this Section by reference.

1.42 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will comply with all provisions of Executive Order No. 11246, will furnish all information and reports required by Executive Order No. 11246, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(d) In the event of the Contractor's non-compliance with the non-discrimination clause of this section, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in and such other sanctions as may be imposed and remedies invoked as provided in said order, or as otherwise provided by law.

(e) The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted so that such provisions will be binding upon each subcontractor or vendor.

In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall, to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order No. 11246.

Submitted: \_\_\_\_\_, 2011

Proposal of: \_\_\_\_\_ (hereafter referred to as "Bidder"), a contractor organized and existing under the laws of the State of \_\_\_\_\_.

To: City of LaGrange, Georgia (hereafter referred to as "City"). Work to be performed:

**PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE  
GATEWAY GRANT LANDSCAPING PROJECT, LAFAYETTE PARKWAY, LAGRANGE, GA 30241  
IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS AND DRAWINGS.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principals are named herein; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further 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; has read all Instructions to Bidders and Special Provisions 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, to contract with the City 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 to the full and entire satisfaction of the City, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

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 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 and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the City, and shall fully complete all work thereunder within the time specified. The undersigned further agrees that, in case of failure on his part to execute the said Contract and Surety Bonds within 10 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 thereon, shall be paid the City, as liquidated damages for such failure; otherwise, the Check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto in accordance with the Instructions to Bidders and Special Provisions is a bid bond or certified check on the:

\_\_\_\_\_ of \_\_\_\_\_ in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

---

---

---

---

The Bidder shall state here what work he has done of similar nature and give references that will afford the City Opportunity to judge as to experience, skill, business and financial competence.

---

---

---

---

---

(Signed) \_\_\_\_\_ L.S.

By: \_\_\_\_\_ L.S.

Title: \_\_\_\_\_

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of LaGrange, Georgia, a Municipal Corporation of Troup County, party of the first part (hereinafter called the "City") and \_\_\_\_\_ party of the second part (hereinafter called the "Contractor") to perform the following work:

**PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE GATEWAY GRANT LANDSCAPING PROJECT, LAFAYETTE PARKWAY, LAGRANGE, GA 30241 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS AND DRAWINGS.**

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. That the Contractor for the sum of \_\_\_\_\_ (\$) will furnish all equipment, tools, skill and labor of every description, necessary to carry out and to complete in a good, firm, substantial and workmanlike manner all of the work specified in the foregoing Proposal made by the Contractor, Instructions to Bidders and Special Provisions, this Agreement, Performance and Payment Bonds, Specifications, and Exhibits which form essential parts of this Agreement as attached hereto.
2. The City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, including materials delivered to the site, less TEN percent (10%) of the amount of such estimate which is to be retained by the City until all work has been performed strictly in accordance with this Agreement, and until such work has been accepted by the City. The City shall make payment within fifteen (15) days after receipt of the approved invoice. The terms of this contract are intended to supersede all provisions of the Prompt Pay Act.
3. Upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and final acceptance of the work by the City, final payment on account of this Agreement shall be made within thirty (30) days.
4. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the City, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.
5. Any notice to any Contractor from the City relative to any part of this contract shall be in writing and considered delivered when said notice is posted by registered mail to the Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work, or is deposited in the regular United States mail in a sealed, postage prepaid envelope and the receipt thereof is acknowledged by the Contractor.
6. All papers required to be delivered to the City shall be delivered to the City, and any notice to or demand upon the City shall be sufficiently given if delivered to the office of his business address or if deposited in the United States mail in a sealed, postage prepaid envelope addressed to the City and the receipt thereof is acknowledged by the City.

7. Upon notice from the Contractor that work is completed, the City will make a final inspection of the work, and shall notify the Contractor of all instances where his work fails to comply with the Specifications, and to the satisfaction of the City. Final payment will be held until complete acceptance by the City of all work.

8. For a period of at least one year after the completion of the contract and acceptance by City, the Contractor warrants the fitness of all work done and materials and equipment put in place under this Contract and neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the City shall constitute acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified.

9. Pursuant to the Georgia Security and Immigration Compliance Act of 2006 Contractor is required to comply with the requirements of O.C.G.A Section 13-10-91 and Georgia Administrative Code Rule 300-10-1-02, regarding participation in the federal work authorization program, as a condition of this contract. In the event Contractor employs or contracts with any subcontractor(s) in connection with this contract, the Contractor will secure from said subcontractor(s) proof of the subcontractor's compliance with O.C.G.A. Section 13-10-91 and Georgia Administrative Code Rule 300-10-1-02 by the subcontractor's execution of an affidavit which conforms substantially to the form attached hereto as Exhibit \_\_\_\_\_. Contractor shall require any such subcontractor affidavit to be made a part of the Contractor/Subcontractor agreement, and shall also maintain such record for inspection by the City at any time.

10. Contractor states that it has the following number of employees:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

11. In addition to any other exhibits attached to this contract, the Contractor Affidavit and Agreement submitted to the City in conjunction with Contractor's bid shall be and is made a part of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written.

**CONTRACTOR:** \_\_\_\_\_ **(SEAL)**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**CITY OF LAGRANGE, GEORGIA** **(SEAL)**

Signature: \_\_\_\_\_

Name and Title: TOM HALL, CITY MANAGER

ATTEST: \_\_\_\_\_

Name and Title: MEG KELSEY, DEPUTY CITY MANAGER

4.0

SPECIFICATIONS AND EXHIBITS

<See attached>

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

|                            |  |  |  |
|----------------------------|--|--|--|
| PRODUCER                   |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |
|                            |  | INSURERS AFFORDING COVERAGE  |  |
| INSURED                    |  | INSURER A:   |  |
|                            |  | INSURER B:   |  |
| SAMPLE - LARGE CONTRACTORS |  | INSURER C:   |  |
|                            |  | INSURER D:   |  |
|                            |  | INSURER E:   |  |

## COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |               |
|----------|--|---------------|----------------------------------|-----------------------------------|---|---------------|
|          | GENERAL LIABILITY  |               |                                  |                                   | EACH OCCURRENCE \$1,000,000                     |               |
|          | XX COMMERCIAL GENERAL LIABILITY  |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$                   |               |
|          | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                                |               |                                  |                                   | MED EXP (Any one person) \$                     |               |
|          |  |               |                                  |                                   | PERSONAL & ADV INJURY \$1,000,000               |               |
|          |  |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000                   |               |
|          |  |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$1,000,000              |               |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |               |                                  |                                   |   |               |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-<br>JECT <input type="checkbox"/> LOC |               |                                  |                                   |   |               |
| OR       | AUTOMOBILE LIABILITY   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |               |
|          | X ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person) \$                   |               |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident) \$                 |               |
|          | X SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$               |               |
|          | X HIRED AUTOS  |               |                                  |                                   |   |               |
|          | X NON-OWNED AUTOS  |               |                                  |                                   |   |               |
|          | GARAGE LIABILITY   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                      |               |
|          | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN EA ACC \$                            |               |
|          |  |               |                                  |                                   | AUTO ONLY: AGG \$                               |               |
|          | EXCESS LIABILITY   |               |                                  |                                   | EACH OCCURRENCE \$                              |               |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                |               |                                  |                                   | AGGREGATE \$                                    |               |
|          |  |               |                                  |                                   | \$  |               |
|          | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   | \$  |               |
|          | <input type="checkbox"/> RETENTION \$  |               |                                  |                                   | \$  |               |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |               |                                  |                                   | WC STATU-<br>TORY LIMITS \$                     | OTH-<br>ER \$ |
|          |  |               |                                  |                                   | E.L. EACH ACCIDENT \$1,000,000                  |               |
|          |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$1,000,000          |               |
|          |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$1,000,000         |               |
|          | OTHER  |               |                                  |                                   |   |               |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

|                  |  |  |
|------------------|--|--|
| CITY OF LAGRANCE |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
|------------------|--|--|

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the CITY OF LAGRANGE, 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with CITY OF LAGRANGE, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY OF LAGRANGE at the time the subcontractor(s) is retained to perform such service.

---

EEV / Basic Pilot Program\* User Identification Number

---

Company Name

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

---

Notary Public  
My Commission Expires: \_\_\_\_\_

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

**(End of Form)**

## **SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_

\_\_\_\_\_ (name of contractor) on behalf of **CITY OF LAGRANGE** 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.

---

EEV / Basic Pilot Program\* User Identification Number

---

Company Name

---

BY: Authorized Officer or Agent  
(Subcontractor Name)

---

Date

---

Title of Authorized Officer or Agent of Subcontractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

---

Notary Public  
My Commission Expires: \_\_\_\_\_

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

**(End of Form)**