

2.0

BID PROPOSAL

Submitted: _____, 2024

Proposal of: _____, 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 BUILD THE LAGRANGE THREAD CLOCKTOWER PHASE 7B IN LAGRANGE, GEORGIA 30240 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS, KAIZEN COLLABORATIVE CONSTRUCTION SPECIFICATIONS AND DRAWINGS.

The Bidder has agreed to the following:

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 declares that he meets the experience requirements within section 1.14 Qualification of Bidders for this contract and has provided all requested qualifications within the Statement of Qualifications form.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City 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 documents 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 within 7 days of contract award date and shall fully complete all work thereunder within 270 calendar days. The undersigned acknowledges that completing the project within the time limits stated above is of primary concern to the City and that failure to meet specified date will constitute an agreed upon payment of \$500.00 per day to the City in liquidated damages.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of LaGrange in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the City of LaGrange and its Agents with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and Surety Bonds within 7 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:

DATE, TITLE & SIGNATURE OF PERSON PREPARING BID:

TOTAL UNIT PRICE BID

_____ Dollars (\$) _____)

Bidder Name: _____

Bidder Address: _____

Phone Number: _____ Fax Number: _____

Signature of Officer:

Print Signer's Name:

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this ____ Day
of _____, 2024.

(Signed) _____ L.S.

By: _____ L.S.

Title: _____

CONTRACT AGREEMENT

This Agreement made and entered into on the ____ day of _____, 2024 by and between the City of LaGrange, Georgia, a Municipal Corporation of Troup County, part 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 BUILD THE CLOCKTOWER THREAD PHASE IN LAGRANGE, GEORGIA 30240 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS, KAIZEN COLLABORATIVE CONSTRUCTION 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, materials, skill and labor of every disposition, 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 FIVE percent (5%) 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 notices 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 therefore is acknowledge 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 the 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 for payment nor any provision in the contract documents not 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 Contractor Affidavit and Agreement on pages. 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 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.

CONTRACTOR: _____ (SEAL)

Signature: _____

Name and Title: _____

ATTEST: _____

Name and Title: _____

CITY OF LAGRANGE, GEORGIA (SEAL)

Signature: _____

Name and Title: PATRICK BOWIE, CITY MANAGER

ATTEST: _____

Name and Title: JEREMY ANDREWS, CITY PURCHASING AGENT