

April 11, 2024

To Whom It May Concern:


The City of LaGrange will receive sealed bids until **2 P.M. EST, Monday, May 13th, 2024** in the Office of Purchasing, Room 308, City Hall, 200 Ridley Avenue, LaGrange, Georgia 30240 for **providing all labor, equipment and materials to construct the LaGrange Thread Phase 7B Clocktower, as shown on the plans and specifications prepared by Kaizen Collaborative and Georgia & West, Inc. dated April 8th, 2024 in** LaGrange, Georgia 30240 in accordance with the following conditions and specifications:

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. Such certified check or bid bond will be returned to all but the lowest, qualified bidder within thirty days after the opening of bids, and to the lowest bidder after the execution of the attached contract.
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.
9. The winning bidder shall obtain insurance related to performing work with the CSXT right of way as described in the attached CSXT contract in addition to the other required insurances and bonds. Please see the attached agreement with CSXT.
10. **A mandatory pre-bid conference is scheduled for 2:00 P.M. EST, Thursday, April 25, 2024. The meeting will be held at LaGrange City Hall, Third Floor Conference Room, 200 Ridley Avenue, LaGrange, GA 30240 with a site visit to follow. All prospective bidders are required to attend.**

Questions concerning these conditions and specifications should be addressed in writing to Jeremy Andrews, Purchasing Agent at jmandrews@lagrangega.org. All questions will be listed and answered by the City of LaGrange and/or Kaizen Collaborative and will be posted as addenda on the City of LaGrange website for the benefit of all parties interested in bidding on this project. **No questions will be accepted after 5 P.M. EST, Thursday, May 9th, 2024.** To avoid being inadvertently opened by City personnel, all bids should be clearly marked "**BID OPENING, LAGRANGE THREAD CLOCKTOWER PHASE 7B, 2 P.M. EST, Monday, May 13th, 2024.**"

Sincerely,

Jeremy Andrews
Purchasing Agent



STANDARD SPECIFICATIONS AND CONTRACT
CITY OF LAGRANGE, GEORGIA
April 11, 2024

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



Statement of partnership with CSXT in conjunction with this project:

The City of LaGrange has entered into an agreement with CSXT in conjunction with certain aspects of this project. The City of LaGrange has contracted with CSXT to perform the following work:

Preliminary engineering services

Flagging services and other protective services and devices as may be necessary

Construction engineering and inspection to protect the interests of CSXT

The awarded contractor SHALL NOT be responsible for the previously listed services. This information can also be found in a copy of the agreement between the City of LaGrange and CSXT that will be made available as part of the bid.

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

Bids will be received by the City at: 200 RIDLEY AVENUE, ROOM 308, OFFICE OF PURCHASING, LAGRANGE, GEORGIA 30240 until:
2 P.M. EST, FRIDAY, May 10th, 2024.

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:

Concrete, landscaping, trail signage, amenities, and utility relocation

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: 270 CALENDAR DAYS.

1.7 Site Examination

The bidder is expected to examine the site of the work to be performed and be fully informed of conditions which may affect the work. The owner will not be responsible for the bidder's bid errors or misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

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. FREE TO DOWNLOAD AND AVAILABLE FREE ON CD. CONTACT JEREMY ANDREWS, PURCHASING AGENT AT jmandrews@lagrangega.org TO REQUEST A CD OR LINK FOR DOWNLOAD.

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, qualified 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.

The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work as specified in the Bidding Documents.

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 which 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. 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 Qualification of Bidders

To demonstrate qualifications to perform the Work, each Bidder must submit the attached "Statement of Qualifications." Only Bidders with 5 years of experience building pedestrian/cycling facilities and which have constructed 25 miles of multi-use trail, 500 feet of pedestrian bridges, and 1000 feet of boardwalk will be considered qualified. Bids from Bidders who do not meet the requirements above will be considered non-responsive.

1.15 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.

1.16 Construction Stakes

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

1.17 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.

1.18 Weather Limitations

Due to weather conditions, the City may direct the work to be stopped. When the City does, weather days will be added to the time allowed for completion listed in Section 1.6 above.

1.19 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.

1.20 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.

1.21 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.

1.22 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, operator's qualification certification (Part 192 subpart N) and substance abuse policy must be approved the City before a notice to proceed will be issued.**

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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 and 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.

1.28 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.

1.29 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.

1.30 Liquidated Damages

The Contractor shall pay to the City as liquidated damages the sum of FIVE HUNDRED dollars (\$500.00) 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.

1.31 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.

1.32 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.

1.33 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.**

1.34 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.

1.35 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.

1.36 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.

1.37 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.

1.38 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, pro rata insurance cost, and a fixed fee not to exceed 15 percent of the total for combined overhead and profit.

1.39 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.

1.40 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.

1.41 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. The 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.

1.42 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.

1.43 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.

- (f) The Contractor is required to make a good faith effort to meet or exceed the ten percent minority/women (DBE) participation goal. Therefore, contractors should utilize the services of minority/women (DBE) subcontractors in any area possible in order to reach goal. The City reserves the right to request Contractor to seek additional DBE participation if Contractor's DBE participation is less than ten percent.

In the event a DBE subcontractor is not available or unable to perform any portion of the Project; the Contractor will be responsible for providing enough information to enable the City to determine whether efforts made to contact DBE subcontractors were good faith efforts. Failure to provide information will render the Contractor's bid incomplete.

The DBE attachments are a binding part of the Bid Proposal. The City expects the successful Contractor to utilize the DBE subcontractors listed on the DBE attachment. Consequently, the successful Contractor must forward any changes in DBE utilization to the City's Purchasing Division.

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 180 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 \$1000.00 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: _____

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.

WITNESSESTH:

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 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 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

4.0 SPECIFICATIONS AND EXHIBITS

All forms are to be submitted with the Bid Proposal as follows and attached hereto:

- 1.) Certificate of Liability Insurance
- 2.) Performance Bond
- 3.) Payment Bond
- 4.) Contractor Affidavit and Agreement
- 5.) Subcontractor Affidavit

- 6.) Statement of Qualifications

<See attached>

PERFORMANCE BOND

STATE OF GEORGIA }

COUNTY OF TROUP }

CITY OF LAGRANGE }

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety, are held and firmly bound unto the City of LaGrange in the full sum of _____ Dollars (\$ _____) for payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered into a contract with the City of LaGrange, Georgia dated the _____ day of _____, 2024, for the construction of PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO BUILD THE CLOCKTOWER THREAD PHASE AS SHOWN ON PLANS AND SPECIFICATIONS PREPARED BY KAIZEN COLLABORATEIVE IN THE CITY OF LAGRANGE, GA 30240

NOW, THEREFORE, the conditions of this obligation are such that if terms and conditions of said contract and such alterations or additions as made be made therein or in the plans and specifications, and shall indemnify and save the City of LaGrange, Georgia harmless against any claims for using any form of material, process, composition or anything which is patented, and likewise indemnify and save the owner or to the City, if the City is not the Owner, harmless against all claims damages by reason of any default or negligence, want of skill or care on part of said Principal or Agents in and about the performance of said of contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any guarantee provided for in said contract, then this obligation shall be void, otherwise of full force and effect.

And the surety of this bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alterations or additions to the terms of the contract or the work or to the plans and specifications.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2024

(As to Principal)

_____ L.S.
PRINCIPAL

Signed, sealed and delivered in the presence of:

By: _____

Title: _____

(As to Surety)

SURETY

Signed, sealed and delivered in the presence of :

By: _____

Title: _____

PAYMENT BOND

STATE OF GEORGIA)

COUNTY OF TROUP } :CITY OF LAGRANGE}KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ as Principal, and _____

_____, as Surety, are held and firmly bound unto the
City of LaGrange, Georgia in the full sum of _____

_____ Dollars (\$ _____

_____) for the use and protection of said owner or city if the City is not the owner, and all subcontractors and all persons supplying labor, materials, machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered into a contract with the City of LaGrange, Georgia dated the

_____ day of _____, 2024, for the construction of PROVIDE LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO BUILD THE LAGRANGE THREAD CLOCKTOWER PHASE 7B AS SHOWN ON THE PLANS AND SPECIFICATIONS PREPARED BY KAIZEN COLLABORATIVE IN THE CITY OF LAGRANGE, GA 30240

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery and equipment furnished for the performance of the work provided for by said contract and such alterations or additions as may be made therein or in the plans and specifications, then this bond to be void; otherwise, of full force and effect.

And the surety of this bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of this contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 the work or to the plans and specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Sections 13-10-1 et seq. of the Code of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of __, 2024.

(As to Principal)

L.S.

Signed, sealed and delivered in the presence of:

_____ Principal _____

Title:

(As to Surety)

_____ Surety

Signed, sealed and delivered in the presence of:

By:

Title:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 1310-91, 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 300-1001.08 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 _____, 2024.

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)

