

REQUEST FOR PROPOSALS

2025 TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL

Project Number: PW-2025-09



March 21, 2025

SEALED PROPOSAL MUST BE DELIVERED TO:

Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Proposals Due: May 5, 2025 by 10 AM, EST

TABLE OF CONTENTS

Cover	Page 1
Table of Contents	Page 2
Advertisement for Request for Proposals	Page 3
1.00 Introduction	Page 4
2.00 Statement of Work	Page 5
3.00 Contractor's Responsibilities	Page 5
4.00 Town of Tyrone's Responsibilities	Page 7
5.00 Written Technical Requirements	Page 7
6.00 Submission Criteria	Page 7
7.00 Evaluation Criteria	Page 9
8.00 Response to Criteria	Page 9
9.00 Selection Process	Page 11
10.00 Administrative and Offeror Information	Page 11
11.00 Owner Provided Forms	Page 14
• Lump Sum Bid Form	Page LSB1
• Exhibit A - Schedule of Value Form	Page SoV1
• Bid Bond Form	Page BidB1-2
• Performance Bond Form	Page PerfB1-3
• Payment Bond Form	Page PmtB1-4
• Georgia Security & Immigration Compliance Act	Page GCICA1-2
○ Affidavit A	Page GCICAA1-2
○ Affidavit B	Page GCICAB1
○ Affidavit C	Page GCICAC1
Appendix A - Activity Chart and Maps	Page A1
• Work Activity Chart	Page A2
• Map of Work Areas	Page A3
Appendix B – Contract Document(s)	Page B1
• Agreement	Page B2-B10

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: The Town of Tyrone

Project Name: 2025 Town of Tyrone Facilities Fertilization and Weed Control

Project Number: PW-2025-09

Project Location: Town of Tyrone – Town Owned Facilities

Description of Project/Services: Fertilization and weed control at seven Town facilities.

Service Cost Range: < \$15,000.00

RFP DOCUMENTS MAY BE OBTAINED FROM: <http://tyronega.gov/bid-items>

- Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the contract price.
- All public notices, addendum and other documents shall be posted at <http://tyronega.gov/bid-items>. Project documents are also posted at Georgia Procurement Registry.
- Licensure: To be considered for selection, persons or Contractors must be properly licensed in accordance with the requirements of the Official Code of Georgia Annotated, as amended, at the time of proposal submission.
- All communication shall be in writing with the Project Manager listed below. Preferred method of communication is email.

Project Coordinator/Manager: Curtis Carson Title: Engineering and Public Works Specialist

Address: Street: 950 Senoia Road

City: Tyrone

State: Georgia

ZIP: 30290

EMAIL: curtis.carson@tyronega.gov

Phone: 770-487-4038

Pre-submittal Conference: None

Submittal Due Date: May 5, 2025

Time: 10:00 AM

Number of Copies: Five (5)

Submittal Delivery Address:

Hand Delivery: Town of Tyrone

Attn: Curtis Carson

950 Senoia Road


Tyrone, GA 30290

Mail Services: Town of Tyrone

Attn: Curtis Carson

950 Senoia Road

Tyrone, GA 30290

Approved By: 

(Town Manager)

Date: 4/2/25

THE TOWN OF TYRONE

THE TOWN OF TYRONE
Facilities Fertilization and Weed Control

1.0 INTRODUCTION

1.01 General:

The Town of Tyrone (Town) has utilized fertilization and weed control services in the past and has been able to establish and maintain lawns at Town owned facilities. The Town of Tyrone's overall goal with this project is to provide an orderly and uniform visual appearance of all areas described in this bid package. This will be accomplished by procuring the services of a highly skilled Contractor with appropriate experience to perform fertilization and weed control services.

1.02 Site Visit and Pre-Submittal Meeting:

Due to the size and scope of the project, the Town will not hold a pre-proposal meeting. A site visit is required. The purpose of the visit is to further acquaint your team with the areas and grounds. By submitting the RFP, the Contractor acknowledges that they are familiar with the site and existing conditions as ascertained through the site visit. No adjustments will be made in the contract price due to existing site conditions which could have been discovered by the site visit by the Contractor. You are not to discuss the project with the company employees who are currently providing the service or the Town employees. All questions should be in writing to the Project Manager, Curtis Carson.

1.03 Objectives:

The purpose of this Request for Proposals (RFP) is to contract with a qualified contractor to provide, at a minimum, all the fertilization and weed control services as noted in this RFP for a minimum of one (1) year beginning July 1, 2025 with the option to renew each year, up to five years total contract time, provided both parties agree to the extension of the terms and conditions.

1.04 Contractor's Qualifications:

Technical proposals will be considered only from those Contractors who are regularly established in services described in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services and to meet the standards as stipulated in these documents. The Town may request information substantiating the above requirements. Failure to provide such information may result in the proposal being considered non-responsive. It is understood that the right is reserved by the Town to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of any Contractor; and to reject any bid irrespective of bid prices, if it shall be administratively determined that any or all of the qualifications cannot be met.

1.05 Information on Bids and Bid Bonds

A bid bond is required in the amount of 5% of the total bid amount. The bid bond shall be submitted with the Proposal. Bids shall be valid for 60 calendar days after the RFP Due Date. The Town reserves the right to reject all bids for any reason. By signing the bid, the proposer agrees to the contract Agreement in Appendix B.

1.06 Required Forms:

Contractors shall submit the following required fully executed and completed forms:

- A. Complete, sign and submit the Owner provided Lump Sum Bid form
- B. Complete, sign and submit the Owner provided Schedule of Values form
- C. Complete, sign and submit the Contractor's Insurance Certificate on the ACORD 25 form
- D. Complete, sign and submit the GA Security & Immigration Compliance Act of 2006 form.
- E. Complete, sign and submit the Contractor's Bid Bond Form in the amount of 5%.

2.00 STATEMENT OF WORK

2.01 The purpose of this Request for Proposals (RFP) is to solicit pricing for a range of Town owned property fertilization and weed control services throughout the corporate limits of the Town of Tyrone.

2.01 The schedule, quantities and corresponding documents depicting areas to maintain shown in the RFP packet are approximate only. Bidder shall submit a LUMP SUM PRICE for all services outlined in this proposal. The Council may adjust locations to be maintained without adjustment in the lump sum price submitted contingent upon the intent of the scope remains the same; and with consultation with the crew supervisor.

2.02 Work will be located within public rights-of-way or Town maintained properties and easements. Exceptions will be defined by the Project Manager or Public Works Director as they occur. Tasks for fertilization and weed control services are generally described as the following:

- A. Determine fertilization need through soil analysis and/or type of ground cover present/desired.
- B. Weed control by liquid application of pre-emergent for Spring, Fall and Winter along with any other weed control not covered by the pre-emergent.
- C. Fertilize and weed control all areas as outlined in the Work Activity Map. (Appendix A)

3.00 CONTACTOR RESPONSIBILITIES

3.01 The bidder shall be responsible for examining the work sites and becoming familiar with the work required at each site.

3.02 The Contractor shall complete a work sheet identifying work performed and completed tasks. The work sheet shall identify any issues encountered during the project operation. These must be submitted with pay requests and must show the date the work was performed.

3.03 The areas identified on the Project Limits documents are to be used for bidding purposes only. The areas and project limits are approximate only and shall be verified by the proposers.

3.04 Notification to the Town if work to be performed is outside the scope of what was identified in the original agreement prior to work being beginning. Work outside scope of project must be approved in writing by the Town prior to beginning work.

3.05 The Contractor shall notify the Project Manager at least 5 days prior to any work performed or work rescheduled. Correspondence shall occur via email to curtis.carson@tyronega.gov.

3.06 The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall provide the Town with a project manager's email and telephone number.

3.07 The Contractor shall at all times, maintain good work discipline and order at the work site. Contractor, including Contractor's employees and agents, shall treat the public with respect and courtesy while performing work for the Town. The use of profanity, disrespectful language and/or behavior is prohibited while performing work.

3.08 Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color, and shall bear the company name on each side.

3.09 If the Contractor will be working from or in a road right-of-way, the Contractor shall satisfy the Georgia Department of Transportation (GDOT) "Work Zone" safety and signage requirements and submit their plan to the Town for approval prior to initiating work. The Contractor will be required to follow Manual on Uniform Traffic Control Devices (MUTCD) when working within any Town, County or State Right-of-Way. Lump sum bid provided is inclusive of all traffic control and signage.

3.10 All personnel are required to wear safety vests and other protective clothing, eye protection, etc. Safety vests or work shirts should include company logo or name. The Contractor will be responsible for obtaining and funding these articles.

3.11 Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

3.12 The Contractor shall not commence work until which time a contract is signed by the selected Contractor and the Town; but no later than 30 calendar days following the Town's contract execution.

3.13 The equipment and other tools utilized shall meet all GDOT requirements for signage, lighting and related devices.

3.14 The detouring and closure of public roads and streets by the Contractor will not be allowed.

3.15 The Town Manager may direct removal of any contract employee at any time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any other questionable acts that expose the Town to risk or unfavorable attention would be conditions which meet the criteria "for cause." Any removed employee must be replaced with a fully qualified person within 8 working hours. Flagrant or repeated incidents involving contract personnel may be cause for termination of the contract.

3.16 No work shall be done between 7:00 p.m. and 8:00 a.m., nor on Sundays or legal holidays, without the written permission of the Town. However, maintenance or emergency work during these hours may be done without prior permission.

4.00 TOWN OF TYRONE RESPONSIBILITIES

4.01 Identify the project limits and furnish the Contractor the following information:

- A. Provide approximate location of work activities and expectations
- B. Provide approximate measurements of areas to be serviced

4.02 Inspect project locations that are completed within two weeks to ensure compliance with work requirement.

4.03 If applicable, notify Contractor of discrepancies in work performed and corrective action to be taken.

4.04 Provide Contractor with at least 2-day prior notice of any need to change schedule. The tentative schedule and frequency are subject to change.

5.00 WRITTEN TECHNICAL REQUIREMENTS

5.01 Chemical application

- A. The work areas are defined within attached spreadsheet.
- B. Equipment shall be checked for chemical leaks or product that may have spilled in transport that are on the equipment and may cause harm to the grass.
- C. All sidewalks, paths, curbs, roads and other hard surfaces shall be kept free of chemicals. The Contractor shall immediately remove after application any overspray of fertilizer or weed control that may cause damage or discoloration to hard surfaces.
- D. All liquid chemicals shall be placed in tanks offsite and be mixed offsite.
- E. No chemical shall be applied, blown or washed into water features such as ponds or wetlands.
- F. No chemical shall be applied, blown or washed into sewer or stormwater drainage structures including, but not limited to, curbs and gutters, catch basins, drop inlets, manholes or cleanouts.
- G. No EPA restricted-use chemicals shall be used. All chemical application shall be done in accordance with manufacturer's written directions. Federal, state and local laws shall take precedence for compliance purposes.
- H. Any chemical spill shall be report to the Town's Public Works Director immediately and shall include: date, time of spill, chemical name, volume of spill, containment or not contained, and if any chemical has reached a drainage system or sewerage system.

6.00 SUBMISSION CRITERIA

6.01 Submission: Provide five (5) complete and identical paper copies of the submitted Proposal to the Project Manager at:

Town of Tyrone
Attn: Curtis Carson
950 Senoia Road
Tyrone, GA 30290
770-487-4038
curtis.carson@tyronega.gov

6.02 Proposal Due Date:

The deadline for submission of the RFP is listed on the RFP's cover page.

6.03 Responsibility:

The Town is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each contractor is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

6.04 Envelope:

Seal and mark the exterior of the envelope with, "RFP for Town of Tyrone Facilities Fertilization and Weed Control – Project Number PW-2025-09" along with the name and address of the contractor.

6.05 Proposal Requirements:

Proposals shall be on 8.5" by 11" paper. Proposal shall not exceed 10 pages with a minimum font size of 11-point Times New Roman and one-inch margins. A "Page" is defined as a display of information on one side of a piece of paper. Double sided printed paper will count as two pages. Charts and Drawings can be submitted on 11" x 17" page (Z-folded to 8.5" x 11"), but will count as 2 pages per side. Pages should be numbered consecutively. A Table of Contents, with corresponding tabs in the body of the proposal, shall be included as well to identify each section. Placing multiple tabs on the same page is acceptable. Any forms, affidavits, certifications or signed statements called for in the RFP may be included in an appendix and will not count toward the page limit. The transmittal letter, cover and table of contents do not apply toward the page limit. Responses covering over 10 pages total will not be viewed upon favorably by the Selection Committee.

6.05 Costs to Prepare Responses:

The Town assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

6.06 Proposal Information:

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Thick submittals with background and general marketing material are not desired. Instead, emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals.

6.07 Questions about the project:

Questions shall be in writing to the Project Manager (Curtis Carson – see Section 6.01 above), preferably in email format. Questions must be submitted at least 10 calendar days prior to the submittal date and time. Responses to information will be via addendum posted on the Town's website at <http://tyronega.gov/bid-items>. Contractor shall acknowledge receipt of all issued Addendum on the Lump Sum Bid form. It is the Contractor's responsibility to visit the website frequently to ensure they have the most up to date information.

7.00 EVALUATION CRITERIA

7.01 The Selection Committee will evaluate the content of the written proposals, the interviews (if requested), and the fee proposals based upon the criteria listed in the table below. As the services being sought are considered professional in nature, the evaluation will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. The criteria are listed in no particular order.

RFP CRITERIA	
Major Category	Criteria Elements
Qualifications of the Contractor (0-25 points)	<ul style="list-style-type: none">• Company location and experience• Personnel and experience• Licensed in the state of Georgia for the scope of work activities• References for similar work• Experience in managing similar size and scope projects
Approach, Timelines and Current Workload (0-30 points)	<ul style="list-style-type: none">• List number of treatments for each site with description of treatment• Present Workload• Potential Issues• Cost saving potential and enhanced service to the Town• Understanding of the project requirements
Clarity of Submittal (0-10 Points)	<ul style="list-style-type: none">• Extent to which the instructions in the RFP were followed and information was clearly presented.
Financial Stability (0-15 Points)	<ul style="list-style-type: none">• Form of Ownership• Certificate of Insurance• Years in business• Past and/or present litigation
Fee Schedule (0-20 Points)	<ul style="list-style-type: none">• Provide best proposal cost within budget

8.00 RESPONSE TO CRITERIA

8.01 General Information Regarding the Criteria:

By submitting a proposal, the Contractor represents that they have (1) thoroughly examined and are familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the Town's objectives. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the Town's discretion, render the proposal non-responsive.

8.02 Criteria Descriptions:

- A. Qualifications of the Contractor – As part of the criteria submission. Contractors shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Location of working office that will be performing the work.
 - b. Address, telephone and email address for the Contractor.
 - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment.
 - d. Provide names and a brief resume of Project Manager assigned to this project.
 - e. Include a statement indicating the licenses and number of continuous years having been licensed in the state of Georgia for this scope of work activities.
 - f. References:
 - i. List a minimum of three (3) government or commercial references within the past 3 years where similar type of work was performed.
 - ii. Provide phone number and email addresses of reference person's contact.
 - iii. In the last 5 years has any member of the team ever failed to complete any work awarded to it or been removed from any project awarded? If yes, provide an explanation and contact information for that Owner's Project Manager.
- B. Approach, Timelines and Current Workload – As part of the criteria submission. Contractors shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide number of treatments for each site with description of each treatment.
 - b. Provide information on current workload and how this project will be accomplished.
 - c. Provide a schedule of work to be performed with estimated time to complete work tasks.
 - d. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved.
 - e. Provide examples, if applicable, of unique or cost savings techniques that will enhance the services and final product to the Town.
 - f. Demonstrate your understanding of the proposal requirements.
 - g. Demonstrate your ability to stay on schedule and within budget.
- C. Clarity of Submittal – As part of the criteria submission. Contractors shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Conforms with the format instructions as listed above.
 - b. Provides information listed in the Response to Criteria.
 - c. Provides relevant information in a clear and concise manner that demonstrates the Contractor's understanding of the project and their solution to performing the project.
- D. Financial Stability – As part of the criteria submission. Contractors shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Form of ownership, including state of residency or incorporation. State if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure.
 - b. Provide years that the company has been in business and provide years that the working office who will provide the work has been operating.
 - c. Provide Certificate of Insurance as described in Section 10.00 Administrative and Offeror Information section of this RFP.
 - d. Is your contractor currently in litigation or have been in the past 3 years? If so, explain.

- E. Fee Schedule – As part of the criteria submission, include the following in a separate envelope. Contractors shall address all relevant subjects as it perceives them, including but not limited to:
- Submit REQUIRED Schedule of Values form.
 - Submit REQUIRED Lump Sum Bid form.
 - Submit REQUIRED Certificate of Insurance ACORD 25 form.
 - Submit REQUIRED Georgia Security and Immigrations Act of 2006 form.
 - Value added services line-item breakdown of cost and savings; as applicable.

9.00 SELECTION PROCESS

9.01 A selection committee consisting of Town Staff will recommend the best suited contractor to the Town Council on or about the Council Meeting date listed in the Schedule of Events below.

9.02 The committee will utilize the Criteria identified in the aforementioned in determining the best suited contractor.

9.03 In addition to the required written submittals, the Selection Committee may require oral interviews. If oral interviews are requested; contractors will be notified and will receive interview instructions. Key personnel from the contractor who will be directly involved with the project should attend the interview. The interview panel will; in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and interacting with the individuals who will act as the primary contacts.

9.04 Schedule of Events:

RFP Issued	April 2, 2025
Deadline for Submission of Questions	April 21, 2025
Proposal Due Date	May 5, 2025
Interviews (if requested by Town)	May 12, 2025
Committee Recommendation to Council	June 5, 2025
Anticipated Start Date	July 1, 2025
Contract Completion Date	One Year Contract; plus, up to 4 one-year renewals if both parties are agreeable. (up to five years total contract time)

10.00 AMINISTRATIVE AND OFFEROR INFORMATION

10.01 Availability of RFP Documents

The RFP documents are available on the Town's website at <http://tyronega.gov/bid-items>.

10.02 No Commitment by the Town of Tyrone

This Request for Proposals does not commit the Town to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of Proposals, the Town reserves the right to negotiate further with one or more of the Contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the Town. This includes solicitation of a best and final offer from one or more of the proposers.

10.03 Proposal Representation

Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

10.04 Insurance Requirements:

The Contractor's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
 - a. Bodily Injury: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
 - b. Property Damage: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
 - c. Policy shall contain a Pesticide and Herbicide Application Endorsement
- B. Comprehensive Automobile Liability
 - a. Bodily Injury and Property Damage: \$1,000,000 Continued Single Limit
 - b. Hired and Non-Owned liability included
- C. Umbrella Liability Policy
 - a. \$3,000,000 that is in excess of General Liability, Automobile Liability and Workers' Compensation
- D. Workers Comprehensive
 - a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. Such policy shall contain a waiver of subrogation endorsement.

Contractor shall provide the Town with a valid Certification of Insurance evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

10.05 Indemnification

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town or Town Officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town or Town Officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

10.06 Subcontracting

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

10.07 Termination of Award for Cause:

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.

10.08 Termination of Award for Convenience:

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

11.00 OWNER PROVIDED FORMS

- Lump Sum Bid Form
- Schedule of Value Form
- Bid Bond Form
- Performance Bond Form
- Payment Bond Form
- Georgia Security & Immigration Compliance Act and Affidavits

2025 TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL
PW-2025-09
LUMP SUM BID FORM

Bidder declares that the full name and business address of Bidder's Principal is as follows:

FEIN# (required) _____

Company _____

Address _____

City/State/ZIP CODE _____

Phone _____ FAX _____ Email _____

Authorized Signature _____

Typed/Printed Name & Title _____

ACKNOWLEDGE AGENDA (Initial each received):

Addendum #1 _____, Addendum #2 _____

Other Addendum # _____ (number and initial as applicable)

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Only one (1) proposal will be accepted from any person, firm or corporation. Authorized signature is required. Bidder also certifies they are a Drug Free Workplace.

LUMP SUM BID:

Bidder has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire Work, in accordance with said documents,

for the lump sum of: _____ DOLLARS (in words)

\$ _____ (in Numbers) which amount is hereinafter called the "Lump Sum Bid."

Signed, sealed, and dated this _____ day of _____, 2025

Legal Name of Company: _____

Company Seal

Authorized Signature: _____

Printed Name: _____

Title: _____

(THE TOWN OF TYRONE RESERVES THE RIGHT TO ADD/MODIFY/DELETE WORK; SITES IN THIS CONTRACT)

EXHIBIT A

THE TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL SCHEDULE OF VALUES FORM (Annual Costs)

Location	Area ¹ (Ac)	Annual Cost
Handley Park	5.0	
Dorthea Redwine Park	1.8	
Shamrock Park	2.8	
Museum 881 Senoia Rd	0.13	
Tyrone Library 143 Commerce Dr	0.26	
Veterans Park	1.5	
Town Hall 950 Senoia Rd	0.97	

Note 1: Areas are approximate – Contractor to field verify prior to proposal due date.

Total Annual Cost _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned as Principal, and as Surety, are hereby held and firmly bound unto Town of Tyrone, Georgia as OWNER in the penal sum of 5% for the payment of which, well and truly to be made, we hereby jointly severally bind ourselves, successors and assigns.

Signed, this day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to Town of Tyrone, Georgia a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

2025 TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL

PROJECT NUMBER: PW-2025-09

NOW, THEREFORE,

A. If said BID shall be rejected, or

B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extensions of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal L . S .

Surety

By: _____
(Address)

(Surety)

(Address)

(Address)

(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business, and have a registered agent in the state where project is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bond unto

TOWN OF TYRONE, GEORGIA

(Name of Owner)

950 SENOIA ROAD, TYRONE, GA 30290

(Address of Owner)

hereinafter called OWNER, in total aggregate penal sum of

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

THIS CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, 2025 a copy of which is hereto attached and made a part hereof for the construction of:

2025 TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL

PW-2025-09

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 20 percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the Contract shall include any alteration, addition, extension, or the modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary (SEAL)

(Witness as to Principal)

(Address)

Principal

By: _____

(Address)

	(Surety)
ATTEST:	
_____	_____
(Witness to Surety)	(Attorney-in-Fact)
_____	_____
(Address)	(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the state, and have a registered agent in the state where project is located.

Surety companies must present financial statements for the prior three (3) years as proof of financial responsibility. The Owner reserves the right to review said financial statements and reject any surety not deemed financially able to assume the responsibility of this Contract.

Such bond shall not be deemed accepted until approved by Owner's Attorney.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINICPAL,
and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

TOWN OF TYRONE, GEORGIA

(Name of Owner)

950 SENOIA ROAD, TYRONE, GA 30290

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which
may furnish labor, or who furnish materials to perform as described under the contract and
to their successors and assigns in the total aggregate penal sum of:

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

THIS CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the ____ day of _____, 202__ a copy
of which is hereto attached and made a part hereof for the construction of:

2025 TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL

PW-2025-09

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, if furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration on one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this SURETY BOND and whether referring to this BOND, the contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the state, and have a registered agent in the state where project is located.

Surety companies must present financial statements for the prior three (3) years as proof of financial responsibility. The Owner reserves the right to review said financial statements and reject any surety not deemed financially able to assume the responsibility of this Contract.

Such bond shall not be deemed accepted until approved by Owner's Attorney.

STATE OF GEORGIA

FAYETTE COUNTY

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

WITNESSETH:

1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Georgia Department of Labor through execution of the contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit "A" and is incorporated into this Agreement by reference herein.

2. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

- A. Secure from each such subcontractor and sub-subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, which is attached hereto as Exhibit "B", and sub-subcontractor, hereto as Exhibit "C", or a substantially similar

subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time.

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in (city) _____ (state) _____.

Signature

Printed Name and Title of Authorized Officer of Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE__ Day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 'A'

Part 2 of 2

O.C.G.A. 50-36-1 (e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ Contract _____, as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1)____ I am a United States citizen.
- 2)____ I am a legal permanent resident of the United States.
- 3)____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

(Driver's License, Passport, etc. - Attach copy)

In the making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20 ____

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 'B'

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(3)

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 _____ on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number _____

Date of Authorization _____

Name of Subcontractor _____

Name of Project _____

Name of Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in (city) _____ (state) _____.

Signature _____

Printed Name and Title of Authorized Officer of Agent _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE__ DAY OF _____, 21__

NOTARY PUBLIC _____

My Commission Expires: _____

EXHIBIT 'C'

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)* and *(name of contractor)* on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to *(name of subcontractor of sub-subcontractor with whom such sub-subcontractor has privity of contract)* Additionally, the undersigned sub-subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to *(name of subcontractor of sub-sub-subcontractor with whom such sub-subcontractor has privity of contract)* Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on __, ____, 201__ in (city)_____ (state)___ .

Signature

Printed Name and Title of Authorized Officer of Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ___ DAY OF-----210

NOTARY PUBLIC

My Commission Expires:_____

APPENDIX A

**TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL
ACTIVITY CHART**

Location	Area¹ (Ac)
Handley Park	5.0
Dorthea Redwine Park	1.8
Shamrock Park	2.8
Museum 881 Senoia Rd	0.13
Tyrone Library 143 Commerce Dr	0.26
Veterans Park	1.5
Town Hall 950 Senoia Rd	0.97

Note 1: Areas are approximate – Contractor to field verify prior to proposal due date.

Map of Work Areas

See pdf on website at <http://tyronega.gov/bid-items>

Zoom into pdf for more detail

APPENDIX B

Contract Document(s)

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between the Town of Tyrone, Georgia, hereinafter called "Town" and _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. Scope of Work

The Work to be performed by the Contractor shall consist of fertilization and weed control of public green spaces within the Town (hereinafter referred to as the "Work"). In particular, the Work shall encompass the work as follows:

- Requests for Proposals Town of Tyrone Facilities Fertilization and Weed Control, PW-2025-09 dated March 21, 2025 including Addendum ____ dated _____ and shall be included, in full, as part of this contract.
- The following negotiations that modified the scope of the Requests for Proposals for the 2025 Town of Tyrone Facilities Fertilization and Weed Control PW-2025-09:
 - _____.

The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the Work described herein.

Section 2. Term

The Contractor will perform the Work described herein for a term of twelve (12) months, beginning on July 1, 2025 and ending on June 30, 2026. Upon agreement of the parties, this Agreement shall be renewable on an annual basis for up to five (5) total years contract duration.

Section 3. Payment

The Owner shall pay to the Contractor compensation according to the Lump Sum bid and Schedule attached hereto as Exhibit "A", upon satisfactory completion by the Contractor of the Work described herein. Payment terms are NET 30 days following receipt of a correct invoice. Invoices must be submitted to:

Town of Tyrone
Attn: Accounts Payable, Sandra Beach
950 Senoia Road
Tyrone, Georgia 30290

Section 4. Insurance

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

- A. Comprehensive General Liability
 - a. Bodily Injury: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
 - b. Property Damage: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
 - c. Policy shall contain a Pesticide and Herbicide Application Endorsement
- B. Comprehensive Automobile Liability
 - a. Bodily Injury and Property Damage: \$1,000,000 Continued Single Limit
 - b. Hired and Non-Owned liability included

C. Umbrella Liability Policy

- a. \$3,000,000 that is in excess of General Liability, Automobile Liability and Workers' Compensation

D. Workers Comprehensive

- a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. Such policy shall contain a waiver of subrogation endorsement.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirement of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions; and
- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Contractor must include a copy of their insurance certificate with their proposal package.

Upon award of this contract, the selected Contractor shall add the Town of Tyrone as a certificate holder to their insurance policy.

Section 5. Indemnification

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town or Town officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town or Town officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

Section 6. Subcontracting

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

Section 7. Changes

The Town shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

Section 8. Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Section 9. Governing Laws

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

Section 10. Termination for Cause

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.

Section 11. Termination without Cause

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation

previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

Section 12. Employee Guidelines

The Contractor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The Contractor further agrees that their employees shall comply with the Georgia Drug-Free Workplace Policy.

While engaged in the performance of the Work, only authorized employees of the Contractor are allowed at the Town's location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in work area by acquaintance, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulation set forth for the public areas where the work is being performed.

Section 13. Safety

The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the Work described herein. The Contractor and any persons employed by the Contractor shall be required to wear safety items as required by OSHA regulations while performing any part of the Work described herein. At a minimum, the following safety items shall be worn while performing the Work described herein: steel-toed shoes/boots, gloves, hearing protection and eye protection.

The Contractor shall perform all work in accordance with State and Federal safety regulation in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

The Town's Public Works Director and any State or Federal Agency shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the Contractor fail to remedy any identified safety concerns, the Public Works Director shall have functional authority to halt work until said safety concerns are corrected to the Town's satisfaction. Should the Contractor fail to remedy any verifiable safety concerns identified by the Town, the Town, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in quintuplicate (five copies) of which each shall be deemed original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____

Name: _____

Title: _____

(SEAL)

Attest:

Name: _____

(Please Print)

Title: _____

CONTRACTOR'S NAME:

By: _____

Name: _____

Address: _____

(SEAL)

Attest:

Name: _____

(Please Print)

Title: _____