

REQUEST FOR PROPOSALS

**TOWN OF TYRONE RIGHT OF WAY MOWING
AND GROUNDS MAINTENANCE SERVICES**

Project Number: TT-200-2020



January 3, 2020

SEALED PROPOSAL MUST BE DELIVERED TO:

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

Proposals Due: February 12, 2020 by 2:00 PM EST

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: The Town of Tyrone

Project Name: The Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services

Project Number: TT-200-2020

Project Location: Town of Tyrone – Town Limits

Description of Project/Services: Mowing, edging, blowing, and debris removal within specific Right-of-Ways that are part of the Town's limits approximately 24.8 centerline miles. Also includes mowing, edging, blowing, and debris removal within the specific public grounds that are part of the Town's property approximately 26.7 acres.

Service Cost Range: \$150,000 to \$200,000

RFP DOCUMENTS MAY BE OBTAINED FROM: <http://tyrone.org/links/bid-items/>

- Contractor/Firm 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://tyrone.org/links/bid-items/>
- Licensure: To be considered for selection, persons or firms 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: Scott Langford, PE **Title:** Public Works Director & Town Engineer

Address: **Street:** 881 Senoia Road

City: Tyrone

State: Georgia

ZIP: 30290

EMAIL: slangford@tyrone.org

Phone: 770-487-4038

Pre-submittal Conference: None

Submittal Due Date: February 12, 2020

Time: 2:00 PM

Number of Copies: Four (4)

Submittal Delivery Address:

Hand Delivery: Town of Tyrone

Attn: Scott Langford, PE

881 Senoia Road

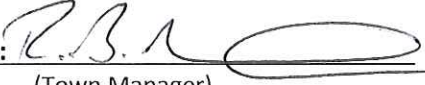
Tyrone, GA 30290

Mail Services: Town of Tyrone

Attn: Scott Langford, PE

881 Senoia Road

Tyrone, GA 30290

Approved By: 
(Town Manager)

Date: 1/9/2020

THE TOWN OF TYRONE
RIGHT-OF-WAY MOWING AND GROUNDS MAINTENANCE SERVICES

1.0 INTRODUCTION

1.01 General:

The Town of Tyrone (Town) has grown considerably in the past decade. The five most significant corridors which define the Town boundaries are State Route 74 (SR 74); Castlewood Road, Senoia Road, Tyrone – Palmetto Road and Dogwood Trail. The Town has an encroachment from Georgia Department of Transportation (GDOT) to maintain SR 74. Mowing will also be performed in the areas generally defined on the attached documents. Other services, as defined in this bid package, will include maintenance activities on various road right-of-ways throughout the Town. 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 (Firm) with appropriate experience to perform right-of-way mowing and related maintenance 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 maintenance areas and grounds. By submitting the RFP, the Firm 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 Firm. 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, Scott Langford.

1.03 Objectives

The purpose of this Request for Proposals (RFP) is to contract with a qualified firm to provide, at a minimum, all the Right-of-Way mowing and related grounds maintenance services as noted in this RFP for a minimum of one (1) year beginning April 2020 with the option to renew for an additional year, up to five years total contract time, provided both parties agree to the extension of the terms and conditions.

1.04 Firm’s Qualifications

Technical proposals will be considered only from those Firms 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 Firm; 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. Bids shall be valid for 60 days after the Bid Due Date. The Town reserves the right to reject all bids for any reason.

2.00 STATEMENT OF WORK

2.01 The purpose of this Request for Proposals (RFP) is to solicit pricing for a range of Rights-of-Way and public property mowing and maintenance 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 Public Works Director as they occur. Tasks for the right-of-way mowing and related maintenance activities are generally described as the following:

A. Mowing:

1. Removal of Garbage and Debris from the mowing areas before starting any mowing activities
2. Mow all areas defined as outlined in the attached Work Activity Chart (Appendix A)
3. Mowing cut height to be approximately 2-4 inches
4. All medians, curb lines and buffers are included

B. Miscellaneous Maintenance

1. Grass cutting in park and lawn areas
2. Edging behind curbs
3. Weed eating around hydrants, sign posts, utility/infrastructure fixtures, lamp posts and other structural elements
4. Removal of vegetation from the roadway curb line either by hand or through proper chemical treatment
5. Removal of sediment, leaves, debris and vegetation from the throat and tops of catch basins and similar drainage structures either by hand or through proper chemical treatment

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 Firm shall complete a weekly work sheet identifying work progress made and accomplishments/completed tasks. The work sheet shall identify any issues encountered during the project operation.

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.

3.05 The Firm will consult with the appropriate Town personnel for approval prior to any schedule variance. Firm shall notify the Public Works Director and Public Works Supervisor at least 5 days prior to any maintenance activity rescheduling. Correspondence may occur via email or phone call.

3.06 The Firm shall provide competent, suitable and qualified personnel to perform the work as required by the specifications; The Firm shall provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers.

3.07 The Firm shall at all times, maintain good work discipline and order at the work site. Firm, including Firm'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 Firm'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 The Firm shall satisfy the Georgia Department of Transportation's "Work Zone" safety and signage requirements and submit this plan to the Town for approval prior to initiating work activities. The Firm will be required to follow 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 Firm 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 Firm shall not commence work until which time a contract is signed by the selected Firm and the Town; but no later than 30 calendar days following the Town's contract execution.

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

3.14 The blocking, detouring and closure of public roads and streets by the Firm will be at a minimum inconvenience to the public and traffic through Town.

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. Repeated incidents involving contract personnel may be cause for termination of the contract.

4.00 TOWN OF TYRONE RESPONSIBILITIES

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

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

4.02 Inspect project locations that are completed within forty-eight (48) hours to ensure compliance with work requirement

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

4.04 Provide Firm with modifications to the mowing frequency at least 5 days prior to Firm commencing mowing activity. The tentative mowing schedule and frequency is subject to change.

5.00 WRITTEN TECHNICAL REQUIREMENTS

5.01 Right-of-Way Mowing

- A. The work areas are defined within attached spreadsheet. Mowing height anticipated to be approximately 2-4 inches. All mowing equipment shall be outfitted with a mulch/bagging kit to lessen damage and injury due to the accumulation of debris and its discharge.
- B. Right-of-Way mowing will include mowing various highways, roads and Town properties as defined by this document. Unless specifically identified by the Public Works Director, all work will be performed within public rights-of way. Mowing height shall be uniform; as applicable grass clippings and other plant materials shall be picked up and removed from the site after each mowing. Pickup of trash shall occur along with all mowing operations and maintenance activities.
- C. All sidewalks, paths, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from moving. The use of power blowers is acceptable and accumulations of debris must be removed from the site. Accumulations of debris shall not be blown unto adjacent property, street/paved surfaces or fence lines. No trash, debris or plant material shall be blown or deposited into curb/gutters or storm drains by the Firm. If plant material or debris is deposited into the curb/gutters or storm drain during mowing/trimming operations, the Firm will remove it immediately by hand or mechanical means at no cost to the Town.
- D. The right-of-way limit is generally defined as all areas between centerline at traffic lanes and utility poles/fixtures, unless otherwise prescribed by the Town. Right-of-Way measurements vary throughout the corporate limits of the Town of Tyrone. Town staff will coordinate with the Firm to obtain proper Right-of-Way width distances on roadways described herein.

5.02 Trash and Debris Removal

- A. Trash removal shall occur while Firm is performing mowing or other maintenance activities within the public rights-of-way.
- B. All trash is to be bagged and properly removed for disposal.
- C. NOTE: The Firm shall provide the Public Works Director with a monthly estimated weight or number of bags of all trash removed.

- D. All debris such as fallen trees, limbs, household furniture, tires, shopping carts, etc. shall be disposed of in a proper manner. Illegal signs and illegal structures (i.e. any non-newspaper, non-magazine, or mail receptacle boxes) within right of way shall be removed and delivered to the Public Works Supervisor. Illegal signs shall be designated as any sign that is mounted on any utility pole or any temporary sign within 10 feet of the edge of pavement in the right-of-way.
- E. Removal of toxic/hazardous materials will not be performed by the Firm; however, if such materials are found, the Firm shall notify the Town immediately.
- F. When 4 or more tires are found in one area, report location to Public Works Director. Tire removal should be performed by Town employees for proper documentation and disposal.

5.03 Maintenance of Hard Surfaces

- A. Sediment and other deleterious material shall be removed from the curb line or gutter, concrete or painted island areas, or behind guardrails. See attached spreadsheet for work frequency for all areas specified.
- B. The removal method shall be at the discretion of the bidder. If method selected is shown to be unsatisfactory, the selected Firm will be required to utilize another method to the satisfaction of the Town.
- C. Vegetation in sidewalks, curbs, gutters and other hard surfaces shall receive an approved herbicide application. Any herbicide application shall be performed after vegetation is removed by mechanical instrument or other hand tools.
- D. Chemical treatment should be notated by signage. No Chemical treated on lawns/grass areas.
- E. In no case shall any pre or post emergent herbicides with residual characteristics be used in these areas (no staining of concrete surfaces), No EPA restricted-use chemicals shall be used in weed and grass control. Herbicide must be of a glyphosate type (Round Up or approved equal) specifically designed for post-emergent control of weeds and grass. All herbicide application shall be done in accordance with label directions. Federal, state and local laws shall take precedence for compliance purposes. Identification color may be added to herbicide to track application areas. Color must fade with moisture or within 5 days after application.

5.04 Miscellaneous Landscape Removal

- A. Edging/trimming will also be required along curbs, gutters, sidewalks, and paths where applicable.
- B. The edging/trimming shall be performed along walls, fences, foundations, behind curbs, sidewalks, paths, shrubs, tree trunks, poles or other objects or structures within or bordering the public rights-of-way or property.
- C. The sidewalks, curbs, and other hard surfaces shall be kept free of debris.
- D. The use of power blowers is acceptable and accumulations of debris must be removed from the site. Accumulations of debris shall not be blown unto adjacent property, street/paved surfaces or fence lines.
- E. If plant material or debris is deposited into the curb/gutters or storm drain during mowing/trimming operations, the Firm will remove it immediately by hand or mechanical means at no cost to the Town.

5.05 Brush and Shrub Removal

- A. The Firm shall cut, remove and properly dispose of bushes, shrubbery, brush, undergrowth and other plant material at locations within right-of-way as specified by the Public Works Director for all woody debris with a caliper size of four (6) inches or less.

- B. The cost to the Town for removal of plants, brush or other woody debris larger than six (6) inches in caliper will be negotiated between the Town and the Firm; or performed by a third party.
- C. The Firm shall notify the Town of any unsafe trees or tree limbs overhanging a road, sidewalk or path to prevent damage to persons or property.

6.00 SUBMISSION CRITERIA

6.01 Submission: Provide four (4) complete and identical copies of the submitted Proposal to the Project Manager at:

Town of Tyrone
Attn: Scott Langford, PE
881 Senoia Road
Tyrone, GA 30290
770-487-4038
SLangford@Tyrone.Org

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 firm 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 Right-of-Way Mowing and Grounds Maintenance Services" along with the name and address of the firm.

6.05 Proposal Requirements:

Proposals shall be on 8.5" by 11" paper. Proposal shall not exceed 20 pages with a minimum font size of 10-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, must 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 20 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 (Scott Langford – 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://tyrone.org/links/bid-items/>. Firm shall acknowledge receipt of all issued Addendum on the Lump Sum Bid form. It is the Firm’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 Firm | <ul style="list-style-type: none">• Location and experience• Personnel and experience• Licensed in the state of Georgia for these types of work activities• References for similar work• Past and/or present litigation• Experience in managing similar size and scope projects |
| Approach, Timelines and Current Workload | <ul style="list-style-type: none">• Present Workload• Potential Issues• Cost saving potential and enhanced service to the Town• Understanding of the project requirements |
| Signature Page and Forms | <ul style="list-style-type: none">• Complete, sign and submit forms within the RFP |
| Clarity of Submittal | <ul style="list-style-type: none">• Extent to which the instructions in the RFP were followed and information was clearly presented. |
| Financial Stability | <ul style="list-style-type: none">• Form of Ownership• Certificate of Insurance• Current Assets to Current Liabilities Ratio |
| Fee Schedule | <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 Firm 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 Firm – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Number of years in business and location of home and working offices.
 - b. Address, telephone and email address for the firm and any subcontractors.
 - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment. Include the use of any subcontractors.
 - d. Provide names and a brief resume of Project Manager and Field Superintendent.
 - e. Include a statement indicating the licenses and number of continuous years having been licensed in the state of Georgia for these types of work activities.
 - f. References:
 - i. List a minimum of three (3) references within the past 3 years where similar type of work was performed; specifically performing mowing activities within GDOT Right-Of-Ways.
 - ii. Phone numbers and email addresses of references are to be included.
 - 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.
 - g. Is your firm currently in litigation or have been in the past 3 years? If so, explain.
- B. Approach, Timelines and Current Workload – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide information on current workload and how this project will be accomplished.
 - b. Provide a schedule of work to be performed with estimated time to complete work tasks.
 - c. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved.
 - d. Provide examples, if applicable, of unique or cost savings techniques that will enhance the services and final product to the Town.
 - e. Demonstrate your understanding of the proposal requirements.
 - f. Demonstrate your ability to stay on schedule and within budget.
- C. **Required Forms** – As part of the criteria submission. Firms 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 Firm's **Insurance Certificate on the ACORD 25** form
 - d. Complete, sign and submit the Firm's **Bid Bond on AIA 310** form in amount of 5%.

- D. Clarity of Submittal – As part of the criteria submission. Firms 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 Firm’s understanding of the project and their solution to performing the project.
- E. Financial Stability – As part of the criteria submission. Firms 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 Certificate of Insurance as described in Section 10.00 Administrative and Offeror Information section of this RFP.
 - c. List the contact persons, addresses, and phone numbers for your bonding company and agent. Firm shall demonstrate that a Payment Bond and Performance Bond for the total cost of the work can be obtained from a firm or firms licensed in the state of Georgia. The bonding firms must have an “A” minimum rating of performance as stated in the most current publication of “Best Key Rating Guide, Property Liability”, which company shows a financial strength rating of at least five (5) times that portion of the anticipated Total Cost that does not include operations, maintenance, and finance.
 - d. Supply Current Ratio (Current Assets/Current Liabilities) experience for the last five (5) years, with a signed affidavit from the Firm’s Financial Officer.
- F. Fee Schedule – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Submit REQUIRED Schedule of Values form.
 - b. Submit REQUIRED Lump Sum Bid Form.
 - c. Value added services; if applicable.

9.00 SELECTION PROCESS

9.01 A selection committee consisting of Town Staff will recommend the best suited firm to the Town Council at the Council meeting listed in the Schedule of Events below.

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

9.03 In addition to the required written submittals, the Selection Committee may require oral interviews. If oral interviews are requested; firms will be notified and will receive interview instructions. Key personnel from the firm 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 | January 13, 2020 |
| Deadline for Submission of Questions | February 2, 2020 |
| Proposal Due Date | February 12, 2020 |
| Interviews if requested | February 20, 2020 |
| Committee Recommendation to Council | March 5, 2019 |
| Anticipated Start Date | TBD |
| Completion date | One Year Contract; 1 Year renewal if both parties are agreeable up to five years total contract time. |

10.00 AMINISTRATIVE AND OFFEROR INFROMATION

10.01 Availability of RFP Documents

The RFP documents are available on the Town's website at <http://tyrone.org/links/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 Firms 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 Firm'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.

Firm 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 Firm 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 Firm of 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 Firm 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 Firm 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 Firm 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 Firm.

10.06 Subcontracting

The Firm shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Firm 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

TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES
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 _____, 2020

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)

TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES
SCHEDULE OF VALUES FORM (Annual Costs)

| | |
|-------------------------------------------------------------------|----|
| SR 74 Town Limit North to Town Limit South plus Ramps | \$ |
| Senoia Road from Town Limit South to Dogwood Trail | \$ |
| Senoia Road from Dogwood Trail to East Crestwood | \$ |
| Senoia Road from East Crestwood to Handley Road | \$ |
| Senoia Road from Handley to Millbrook Village | \$ |
| Senoia Road from Millbrook Village to North end of Senoia Road | \$ |
| Handley Road from Tyrone Road to Senoia Road | \$ |
| Tyrone-Palmetto Road from Town Limit (East) to Town Limit (West) | \$ |
| Powers Way | \$ |
| Spencer Lane | \$ |
| Arrowood Road | \$ |
| Brentwood Road | \$ |
| Dogwood Trail from Farr Road to Kenmare Road | \$ |
| Farr Road | \$ |
| Swanson Road – From Senoia Road to Berry Hill Lane | \$ |
| Castlewood Road from Senoia Road to Town Limit (West) | \$ |
| Briarwood Road from Palmetto Road to Castlewood Road | \$ |
| East Crestwood Road East and West of Highway 74 | \$ |
| Crestwood Road West of Senoia Road | \$ |
| Magnolia Drive/McDade Street | \$ |
| West Crestwood Road from Senoia Road to Ashland Trail | \$ |
| McDade – West of Crestwood | \$ |
| Crabapple Lane – East of Senoia Road | \$ |
| Rockwood Road – Senoia Road to Celtic Blvd | \$ |
| Laurelwood Road from Castlewood Road to Laurel Lake Road | \$ |
| O’Hara Drive - northside of road from Handley Rd to Riverdance Rd | \$ |
| Valleywood Road (paved) | \$ |
| Northwood Road | \$ |
| Riverdance Way – Two (2) Town owned access drives | \$ |
| Castle Lake Drive and Castle Lake Court Lot | \$ |
| Crabapple Lane Culvert | \$ |
| Devonshire Place Culvert | \$ |
| Recreation and Library 103 Commerce Drive | \$ |
| Fire Station | \$ |
| Shamrock Park | \$ |
| Handley Park | \$ |
| Veterans Park | \$ |

| | |
|---------------------------------------------------|----|
| Doretha Redwine Park | \$ |
| Fabon Brown Park | \$ |
| Town Admin 881 Senoia Rd | \$ |
| Police Department 945 Senoia Road | \$ |
| Triangle open space at Senoia Rd and Handley Road | \$ |
| New Town Hall | \$ |

APPENDIX A

TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES
MOWING ACTIVITY CHART

| ACTIVITY | ROAD | Mile/Acre | FREQUENCY | R-O-W Width |
|--------------|-------------------------------------------------------------|------------|-----------|-------------|
| Right-of-way | SR 74 Town Limit North to South plus Ramps | 5.56 miles | Weekly | Varies |
| Right-of-way | Senoia Road from East Crestwood to Handley Road | 1.73 miles | Weekly | 80 Feet |
| Right-of-way | Senoia Road from Millbrook Village to North end of Senoia | 0.53 miles | Monthly | 80 Feet |
| Right-of-way | Senoia Road from Handley Rd to Millbrook Village | 0.47 Miles | Bi-Weekly | 80 Feet |
| Right-of-way | Senoia Road from Dogwood Trail to East Crestwood | 0.80 miles | Bi-Weekly | 80 Feet |
| Right-of-way | Senoia Road from Town Limit South to Dogwood Trail | 1.31 miles | Monthly | 80 Feet |
| Right-of-way | Handley Road from Tyrone Road to Senoia Road | 0.45 miles | Bi-Weekly | 60 Feet |
| Right-of-way | Castlewood Road from Senoia Road to Town Limit (west) | 1.84 miles | Bi-Weekly | 80 Feet |
| Right-of-way | Tyrone-Palmetto Road - Town Limit (east to west) | 2.02 miles | Monthly | 50 Feet |
| Right-of-way | Powers Way | 0.04 miles | Monthly | 60 Feet |
| Right-of-way | Spencer Lane | 0.58 miles | Monthly | 60 Feet |
| Right-of-way | Arrowood Road | 0.25 miles | Monthly | 80 Feet |
| Right-of-way | Brentwood Road | 0.23 miles | Monthly | 60 Feet |
| Right-of-way | Dogwood Trail from Farr Road to Kenmare Road | 1.91 miles | Monthly | 50 Feet |
| Right-of-way | Farr Road | 1.36 miles | Monthly | 60 Feet |
| Right-of-way | Swanson Road – From Senoia Road to Berry Hill Lane | 0.50 miles | Monthly | 60 Feet |
| Right-of-way | Briarwood Road from Palmetto Road to Castlewood Road | 1.11 miles | Monthly | 60 Feet |
| Right-of-way | East Crestwood Road East and West of Highway 74 | 1.24 miles | Monthly | 60 Feet |
| Right-of-way | Crestwood Road West of Senoia Road | 0.64 miles | Monthly | 60 Feet |
| Right-of-way | McDade – West of Crestwood to Ashland | 0.45 miles | Monthly | 60 Feet |
| Right-of-way | Crabapple Lane – East of Senoia Road | 0.04 miles | Monthly | 50 Feet |
| Right-of-way | Rockwood Road – Senoia Road to Celtic Blvd | 0.41 miles | Monthly | 40 Feet |
| Right-of-way | Laurelwood Drive from Briarwood Road to Laurel Lake Road | 0.63 miles | Monthly | 60 Feet |
| Right-of-way | O'Hara Drive - northside of road from Handley to Riverdance | 0.11 miles | Monthly | 50 Feet |
| Right-of-way | Valleywood Road (paved sections) | 0.30 miles | Monthly | Varies |
| Right-of-way | Northwood Road | 0.23 miles | Monthly | 50 Feet |
| Right-of-way | Caboose Lane | 0.09 miles | Monthly | 60 Feet |
| Right-of-way | Riverdance Way – Two (2) Town owned access drives | 0.03 acres | Monthly | 50 Feet |
| Right-of-way | 2100 Castle Lake Drive and Castle Lake Court Lot | 0.10 acres | Monthly | 60 Feet |
| Right-of-way | Crabapple Lane Culvert | 0.10 acres | Monthly | 60 Feet |
| Right-of-way | Devonshire Place Culvert | 0.05 acres | Monthly | 50 Feet |

Note: Miles are centerline miles.

TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES
MOWING ACTIVITY CHART

| Right-of-way | Winnfair Culvert | 0.10 acres | Monthly | 60 feet |
|-------------------|-----------------------------------------------------------|------------|-----------|---------|
| Public Greenspace | Recreation and Library 103 Commerce Drive | 1.50 acres | Weekly | N/A |
| Public Greenspace | Fire Station | 0.3 acres | Bi-Weekly | N/A |
| Public Greenspace | Shamrock Park | 3.5 acres | Weekly | N/A |
| Public Greenspace | Handley Park (not baseball fields & not soccer fields) | 9.8 acres | Weekly | N/A |
| Public Greenspace | Handley Park open area along Handley Rd south of entrance | 2.3 Acres | Weekly | N/A |
| Public Greenspace | Veterans Park | 1.5 acres | Weekly | N/A |
| Public Greenspace | Redwine Park | 4.0 acres | Weekly | N/A |
| Public Greenspace | Fabon Brown Park | 0.4 acres | Weekly | N/A |
| Public Greenspace | Town Admin 881 Senoia Rd | 0.6 acres | Weekly | N/A |
| Public Greenspace | Police Department 945 Senoia Road | 0.5 acres | Weekly | N/A |
| Public Greenspace | Triangle open space at Senoia Rd and Handley Road | 0.2 Acres | Weekly | N/A |
| Public Greenspace | Future Town Hall | 1.75 Acres | Weekly | N/A |

Note: Miles are centerline miles.

Mowing Map

See pdf on website at <http://tyrone.org/links/bid-items/>

Zoom into pdf for more detail

APPENDIX B

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 mowing and grounds maintenance of road right-of-ways and public green spaces within the Town (hereinafter referred to as the "Work"). In particular, the Work shall encompass the work as follows:

- Project Number TT-200-2020 entitled Requests for Proposals for the Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services, dated January 3, 2020 including Addendum ___ dated ___ shall be included, in full, as part of this contract.
- The following negotiations that modified the scope of the Requests for Proposals for the Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services:
 - _____

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 the _____ 2020 and ending on _____, 2021. Upon agreement of the parties, this Agreement shall be renewable on an annual basis for up to five (5) additional years total contract duration.

Section 3. Payment

The Owner shall pay to the Contractor compensation according to the 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
881 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 requirements 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, assume 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 quadruplicate (four copies) of which each shall be deemed an 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: _____

STATE OF GEORGIA

FAYETTE COUNTY

**AGREEMENT WITH _____
ADDENDUM**

This addendum to the Agreement for services pertaining to the Requests for Proposals for the Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services, dated January 3, 2020 including Addendum ___ dated ___, hereinafter the "Agreement" is entered into this ___ day of _____, 20 ___, by and between the Town of Tyrone, Georgia, hereinafter called "Town", and _____, hereinafter called "Contractor", for the purpose of adding certain provisions to the Agreement.

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 required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar 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 secure from each such 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, 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. In the event that a subcontractor has no employees and does not hire or intend to hire employees for the purpose of satisfying or completing the terms and conditions of this Agreement, Contractor shall obtain from said subcontractor a form of identification authorized by law in lieu of the aforementioned affidavit. The Contractor agrees to maintain records of each subcontractor attestation or identification obtained in lieu of said attestation required hereunder for inspection by the Department at any time.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement in shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____
ERIC DIAL, Mayor

ATTEST:

Contractor:

BY: _____
(Authorized Signature)

NAME/TITLE:

(Please Print)

Address: _____

ATTEST:

Employer Identification Number:
