



## TOWN COUNCIL MEETING

May 15, 2025 at 7:00 PM

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950 Senoia Road, Tyrone, GA 30290

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**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Jessica Whelan**, Post 1

**Dia Hunter**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

### V. APPROVAL OF AGENDA

### VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the March 20th, and May 1, 2025 minutes.

### VII. PRESENTATIONS

2. Presentation of a proclamation in recognition of May 18th - 24th, 2025, as National Public Works Week. **Eric Dial, Mayor**
3. A proclamation in honor of Peace Officer Memorial Day. **Eric Dial, Mayor**

### VIII. PUBLIC HEARINGS

### IX. OLD BUSINESS

### X. NEW BUSINESS

4. Consideration to award project PW-2025-01, the 2025 Asphalt Resurfacing project to Summit Construction and Development, LLC. For the base bid amount of \$866,743.47. **Scott Langford, PE Public Works Director & Town Engineer**

- [5.](#) Consideration to award Engineering Services for project PW-2025-14, the 2025 Stormwater Structure Maintenance project to Goodwyn Mills Cawood, LLC for the amount not to exceed \$18,000. **Scott Langford, PE Public Works Director & Town Engineer**
- [6.](#) Consideration to award the 2025 Right-of-way Mowing and Grounds Maintenance project, number PW-2025-08, to A Abby Group, Inc. for the amount of \$249,250. **Scott Langford, PE Public Works Director & Town Engineer**
- [7.](#) Consideration to award the 2025 Fertilization and Weed Control project, number PW-2025-09, to TruGreen Limited Partnership for the amount of \$10,360. **Scott Langford, PE Public Works Director and Town Engineer**

**XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

**XII. STAFF COMMENTS**

**XIII. COUNCIL COMMENTS**

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

# TYRONE TOWN COUNCIL MEETING

## MINUTES

March 20, 2025 at 7:00 PM

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**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Jessica Whelan**, Post 1

**Dia Hunter**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

Also present:

Allison Cox, Attorney

Terry Noble, Planning Commissioner

Sandy Beach, Finance Manager

Lynda Owens, Recreation Manager

Eric DeLoose, Police Lt.

Dennis Davenport was absent

### **I. CALL TO ORDER**

### **II. INVOCATION**

### **III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

### **V. APPROVAL OF AGENDA**

A motion was made to approve the agenda with moving items number 2 and 4 to Old Business for discussion.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

**VI. CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the workshop and regular meeting minutes from March 6, 2025.

2. Approval of the 2025 Tyrone Soccer Field Use Agreement.

3. Approval to fully equip a 2025 Ford F-150 Police vehicle for patrol use at 1441 Marketing Group under state contract for \$27390.05

A motion was made to approve the consent agenda as stated.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

## **VII. PRESENTATIONS**

## **VIII. PUBLIC HEARINGS**

## **IX. OLD BUSINESS**

4. Approval of the annual Shamrock Park events, Spring Festival, Founders Day, Halloween, and Christmas Tree Lighting.

Mr. Perkins shared that he wished to receive clarification regarding the date and time that was in the packet. Ms. Owens clarified that the Spring Festival was on April 12<sup>th</sup> and that the Founders Day Celebration would commence after the parade on October 4<sup>th</sup>, which would begin at noon. Council Member Campbell asked if 2025 was the 50<sup>th</sup> anniversary of Founders Day. Ms. Owens stated that it was the 49th anniversary.

A motion was made to approve the amended 2025 Tyrone Event Calendar.

Motion made by Council Member Campbell, Seconded by Council Member Hunter.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

5. Approval of The TYBA Field Use Agreement For 2025.

Council Member Campbell inquired why the agreement was dated through December 31, 2025, and not specifically for the spring baseball season. Ms. Owens clarified that the agreement covered both spring and fall seasons. Council Member Campbell shared that he noticed organized teams with uniforms were practicing on the Town's fields and asked if that was allowed. Ms. Owens stated that when TYBA was not using the fields, other organized teams could use the fields if they paid. TYBA representatives from the audience shared that the teams were usually Tyrone teams that practice in their uniforms. Mayor Dial asked to ensure that other teams were paying to participate. Council Member Campbell stated that he wished for baseball enrollment to be advertised better. Ms. Owens stated that staff would ensure that. Council Member Campbell also asked for TYBA and staff to ensure that no one parks on the grounds.

A motion was made to approve the 2025 Tyrone Youth Baseball Association (TYBA) Field Use Agreement.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.



6. Consideration of a new policy governing special events at the Redwine Park pickleball facility. Brandon Perkins, Town Manager

Section VI, Item 1.

Mr. Perkins reminded everyone that the item was discussed at the last meeting, and he researched other municipalities for policy ideas. He presented the policy and added that he wished to have legal staff review it and for him and Ms. Owens to create a registration form.

A motion was made to approve the Redwine Park pickleball facility policy.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

## **X. NEW BUSINESS**

7. Consideration to approve the Tullamore Greencastle Multi-Use Path Plans, project number PW-2024-07, and start the land acquisition process. Scott Langford - Public Works Director and Town Engineer

Mr. Langford shared that plans were at 90% of completion. He explained that the connection would run off Kellsworth Way, down the excel lane onto Greencastle Road. 0.131 acres of temporary easement and 0.004 acres of permanent easement to maintain rip rap were needed. This would be funded through the General Funds 2023 SPLOST account. Council Member Campbell ensured that the Town would not own the easement. Mr. Langford agreed and added that the Town would, however, have the ability to maintain the stormwater facilities.

A motion was made to approve the Tullamore Greencastle Multi-Use Path plans, project number PW-2024-07, and for staff to start the land acquisition process.

Motion made by Council Member Furr, Seconded by Council Member Campbell.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

8. Consideration to Award the 2025 Sidewalk Repairs, project number PW-2025-02, to Bostic/Bostic and Associates in the amount of \$38,100. Scott Langford - Public Works Director and Town Engineer

Mr. Langford stated that sidewalk sections would be repaired within Windsong, Rivercrest, Irish Village, Ashpark, Millbrook Village, and Veterans Park. Most repairs were because of vehicles riding over curbs.

A motion was made to award the 2025 Sidewalk Repairs project number PW-2025-02 to Bostic/Bostic and Associates for \$38,100.

Motion made by Council Member Furr, Seconded by Council Member Whelan.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

9. Consideration to perform demolition on the Pole Barn at Handley Park. Scott Langford - Public Works Director & Town Engineer

Mr. Langford stated that the pole barn located at Handley Park was old and unsafe and the area needed to be cleaned up to prepare for the future walking trail. Council Member Furr asked if the Public Works crew would demolish it. Mr. Langford stated that the timber was too large for our equipment. Council Member Campbell asked if a bid was placed for removal. Mr. Langford stated that the vote was only for demolition, the bidding process would be next. He estimated the demolition and removal to be approximately \$10,000 - \$15,000.

Section VI, Item 1.

A motion was made to approve the demolition of the pole barn at Handley Park and to have it legally disposed of in a landfill.

Motion made by Council Member Hunter, Seconded by Council Member Campbell.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

10. Consideration of the color for the Handley Park Public Works Maintenance Facility - Scott Langford, Public Works Director & Town Engineer

Mr. Langford shared color samples for the new maintenance facility. The colors were close to the current park buildings.

A motion was made to approve the paint colors for the new Handley Park Public Works Maintenance Facility as selected for the trim and doors to match the existing buildings.

Motion made by Council Member Whelan, Seconded by Council Member Hunter.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

11. Consideration to perform demolition on the corn crib at Handley Park. Scott Langford, Public Works Director & Town Engineer

Mr. Langford stated that along with the barn, the corn crib at Handley Park also required demolition. Council Member Campbell asked if the Public Works crew could do the job. Mr. Langford stated that yes, it was a job for the crew.

A motion was made to direct the Public Works staff to demolish the corn crib at Handley Park and to legally dispose of it at a landfill.

Motion made by Council Member Campbell, Seconded by Council Member Furr.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

12. Consideration to Approve and Execute 1400 Senoia Road Sanitary Sewer and Stormwater Access and Maintenance Easement with 74 South LLC. Scott Langford, Public Works Director & Town Engineer

Attorney Cox informed Council that before them was only the consideration for the sanitary easement, not the stormwater portion. The stormwater maintenance agreement was separate.

Mr. Landford stated that before Council was the consideration to approve and the execution of the sanitary sewer maintenance easement for the property at 140 Road. The owner sent the two agreements together, however, there is already a stormwater maintenance agreement making the property owner responsible for their stormwater system. Ms. Cox stated that she would get the Town a clean and revised copy of the agreement for a signature. Council Member Campbell asked if the agreement would include the two remaining buildings that have not been built. Mr. Langford stated that it would. The agreement would also give future businesses the opportunity to tie into the sewer.

A motion was made to authorize Mayor Dial to execute the easement subject to receipt of the finalized documents prepared to staff's satisfaction to finalize the easement before the facility's certificate of occupancy.

Motion made by Council Member Furr, Seconded by Council Member Hunter.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

13. Consideration of updates to the Town's Travel Policy. Brandon Perkins, Town Manager Mr. Perkins shared that the last update was in 2010, and the new amendments were reviewed by Ms. Beach and Mr. Davenport. Council Member Campbell asked who approved of the Town Manager's and Police Chief's travel. Mr. Perkins stated that the Town Manager approved the Police Chief's and Council approved the Town Manager's budget per the training listed in the contract. Council Member Campbell also inquired about section III, F, *Elected and appointed Town Officials are not required to obtain approval for business-related travel*. Mr. Perkins stated that the wording was suggested by Mr. Davenport and within the budget was funding for the elected officials, the Attorney, and the Judge.

A motion was made to approve the updates to the Town's Travel Policy as presented.

Motion made by Council Member Campbell, Seconded by Council Member Hunter.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## **XII. STAFF COMMENTS**

Mr. Trocquet shared that he met with Buddy Hay and Jeff Duncan from the Tullamore subdivision HOA regarding minor changes to their entrance as it pertained to the golf cart crossing. If any significant budget changes would be in the future, staff would inform Council but he added that there were none at this point.

Council Member Campbell inquired about the Bellway Ct. connection to that connection. Mr. Trocquet shared that it was a separate project that may be bundled with the Market Hill, Maple Shade multi-use path connection project during repaving.

Mr. Langford had several updates. He announced that the Handley Park Public Works pole barn construction would begin on March 24<sup>th</sup>. He informed everyone that Highway 74 Gateway preconstruction would begin soon and there may be lane closures. He shared that the roundabout preconstruction would begin on March 26<sup>th</sup> at 9:00 a.m. starting with the utility companies. He stated that he was waiting on a call to begin the pavement marking project, but it would be soon. He announced that the Dogwood TIP project with the County would begin in the next few weeks. Mr. Langford shared that GDOT just announced a new LMIG for 2025 and that Tyrone's share would be \$167,200.45 with no matching funds required.

Section VI, Item 1.

Mr. Perkins reminded everyone of the annual Planning Workshop next Thursday morning at 9:00 a.m.

### **XIII. COUNCIL COMMENTS**

Council Member Campbell thanked staff for their preparation that went into all agenda items.

Council Member Whelan announced that her friend from Peachtree City was anticipating the Tyrone Post Office opening and that she really enjoyed eating at She Craft Co. Mr. Perkins added that he did see construction trucks on site. Mayor Dial contacted Congressman Brian Jack, who said that he would make another call to see how things were progressing.

Council Member Hunter congratulated the Sandy Creek High School Men's Basketball Team for winning their third State Championship in a row.

Council Member Furr asked for an update on the emergency exit within Shamrock Industrial Park.

He stated that Mr. Trocquet had prepared an MOU for the Cresswind HOA, and it would be sent within a day or two.

### **XIV. EXECUTIVE SESSION**

### **XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Hunter.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

The meeting adjourned at 7:45 p.m.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk

# TYRONE TOWN COUNCIL MEETING - REVISED

## MINUTES

May 01, 2025 at 7:00 PM

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Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Linda Howard, Former Councilmember

Sandy Beach, Finance / HR Manager

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Former Councilmember, Linda Howard who lives on Lynnwood Ave. Spoke regarding alcohol in the parks. She stated that Tyrone's first government and the Town Charter in 1911 stated that alcohol should be forever prohibited within the Town. The Book of Romans also states that it was not good to drink wine or do anything that causes your brother to stumble. The Town does not need it. People like the family and country feel we are ignoring children and family rights. Do not expose children to alcohol, vote no.

### V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Hunter, Seconded by Council Member Whelan.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

### VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of April 17, 2025, Council minutes.
2. Approval to equip a 2024 Ford Interceptor Police vehicle for law enforcement use at 144th Marketing Group under state contract for \$5,985.00.

A motion was made to approve the consent agenda.

Motion made by Council Member Whelan, Seconded by Council Member Hunter.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

## **VII. PRESENTATIONS**

2. Presentation of the Fayette County Safety Action Plan. Matt Flynn, POND Co.

Mr. Flynn presented the plan on behalf of Fayette County and gave the next steps and goals for the improvement of making our roads and intersections safer. The many variables included speeds, signage, signal timing, and protective green turn signals to name a few. There were more rear-end accidents than most due to distracted drivers. He shared statistics and the intersections of interest. Among them were Dogwood Rd. and Hwy 74, and Hwy 74 and Sandy Creek Rd.

## **VIII. PUBLIC HEARINGS**

4. Consideration for an Alcohol License application from DP&G Group d/b/a Modern Thai, located at 54 Carriage Oaks Drive, for retail consumption adding distilled spirits to their current retail consumption license for malt beverages and wine. Dee Baker, Town Clerk

Ms. Baker shared that Ms. Daranakoon already had an alcohol license for beer and wine and that she was adding distilled spirits.

Mayor Dial opened the public hearing for anyone who wished to speak in favor of the item. No one spoke.

Mayor Dial opened the public hearing for anyone in opposition to the item. No one spoke.

A motion was made to approve the alcohol license for DP&G Group, d/b/a Modern Thai located at 54 Carriage Oaks Drive to include retail consumption for distilled spirits.

Motion made by Council Member Hunter, Seconded by Council Member Campbell.

Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter.

Voting Nay: Council Member Furr.

## IX. OLD BUSINESS

5. Consideration to approve a Resolution to adopt the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029). Phillip Trocquet, Assistant Town Manager

Mr. Trocquet reminded Council that the item was before them to be sent to the Department of Community Affairs and the Atlanta Regional Commission in April for approval. Before them was the final adoption.

A motion was made to approve a Resolution to adopt the Fayette County 2024 Annual Report on Fire Services Impact Fees, including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Short-Term Work Program.

Motion made by Council Member Furr, Seconded by Council Member Campbell.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

6. Consideration to approve Change Order 2 for Construction Administration Services on the Palmetto Road at Arrowood / Spencer Lane Roundabout PW-2021-13-04 to POND, Incorporated in the amount not to exceed \$37,801.84. Scott Langford, PE Public Works Director & Town Engineer

Mr. Langford stated that the item was initially part of the 2017 SPLOST list as a mini roundabout, which later became a full roundabout. Since then, the 90% design plans were approved, land acquisition was completed, and Southeastern Site Development, Inc. was awarded the construction contract. He added that construction administration services were required to ensure a durable and sustainable roundabout.

Council Member Campbell inquired about Change Order #1. Mr. Langford stated that it was for sewer realignment. Council Member Campbell asked if all administration services were coming out of SPLOST funds. Mr. Langford stated that they were.

A motion was made to approve Change Order 2 for Construction Administration Services on the Palmetto Road at Arrowood/Spencer Lane Roundabout PW-2021-13-04 to POND, Inc. not to exceed \$37,801.84.

Motion made by Council Member Whelan, Seconded by Council Member Hunter.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

7. Consideration of a text amendment to Section 30-6 Rules and Regulations for parks regarding alcoholic beverage consumption on Town facilities. Phillip Trocquet, Assistant Town Manager



Mr. Trocquet stated that the change requested from the workshop was to amend the ordinance reflecting the ability for alcoholic beverages to be sold and consumed on Town-owned property only for town-sponsored events that are approved by Council. The off-premises consumption ordinance must also be followed.

Mr. Trocquet stated that Section 30-6 Rules and Regulations, (j), stated that alcoholic beverages are prohibited at all town facilities. The added verbiage would be, *except as authorized in conjunction with Town-sponsored events in Shamrock Park*. Mr. Trocquet stated that Council would have full control over all Town or DDA events that would propose alcohol. He added that “Shamrock Park” could be removed in the future if Council wished. He added that each event proposing alcohol would only have one alcohol vendor and again, would need to be approved by Council.

Council Member Campbell clarified that during the workshop it was made clear that any event drawing children would not be approved for alcohol sales, including Founders Day. Council Member Hunter also mentioned that other municipalities confirmed that there were no additional incidences caused by alcohol.

Council Member Whelan shared her concerns about allowing alcohol at Town facilities. The potential of disorderly conduct and public intoxication, injuries crossing the railroad, pedestrian crossings, the increase of DUIs, quality of life, public peace, decency, morality, order, and justice for all. She added that it would burden the Police Officers and that no pros have been presented for the changing of the ordinance. Council has an oath to uphold the founding documents. She stated that we are our brother’s keepers; little foxes spoil the vine. She shared that citizens do not want Tyrone to change, let’s vote to ensure our citizens that our park will always be a good experience for everyone.

A motion was made to approve the text amendment to Section 30-6 Rules and Regulations for parks regarding alcoholic beverage consumption on Town facilities as presented.

Motion made by Council Member Campbell, Seconded by Council Member Hunter.

Voting Yea: Council Member Campbell, Council Member Hunter

Voting Nay: Council Member Furr, Council Member Whelan

May Dial broke the tie, passing the motion.

8. Consideration of a text amendment to Section 4-7 of Article VI of the Alcohol Ordinance regarding consumption and open containers. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet stated that as part of what was just changed, Section 4-7 needed to be changed also for consistency. He read Section 4-7 (b), *No person shall possess an open container of an alcoholic beverage while walking, standing or otherwise occupying any public street, road, or highway, sidewalk adjacent thereto, public park, or public parking lot. Consumption of alcoholic beverages in or on other publicly owned properties of the town is prohibited.* He shared the addition would read, *unless as otherwise authorized in Section 30-6 regarding Parks and Recreation rules and Article VI of this ordinance regarding catered and special event functions.*

Council Member Campbell asked if it pertained to public and private events. Mr. Trocquet stated that it would, however, Council would have full control as it pertained to public property.

Mr. Perkins brought to everyone's attention that currently, the way the ordinance was written, if someone came to the park with alcohol in their own containers, they could be cited by an officer. Mr. Trocquet stated that if the change was made, citizens could bring their own alcohol. He asked Mr. Davenport to clarify. Mr. Davenport shared that it was a Town-sponsored event within Shamrock Park that allowed alcohol, a citation could not be issued. If it was not, then they could be cited. A discussion ensued regarding BYOB.

Mr. Davenport stated that the Town needed to be clear on the ordinance language. Mr. Trocquet shared that the Town would only have one alcohol vendor at an event and that they would have specific cups for use. Mr. Davenport shared that it was an issue of absence versus presence, the language needed to be clear.

A motion was made to table items 8, 9, and 10 to the June 5, 2025, meeting.

Motion made by Council Member Whelan, Seconded by Council Member Campbell.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

9. Consideration of a text amendment to Section 4-202-203 of Article VI regarding sales of alcohol off-premises for catered functions. Phillip Trocquet, Assistant Town Manager

Item was tabled to the June 15, 2025, meeting.

10. Consideration of a text amendment to Section 4-1 of Article VI of the Alcohol Ordinance regarding definitions. Phillip Trocquet, Assistant Town Manager

Item was tabled to the June 15, 2025, meeting.

## **X. NEW BUSINESS**

11. Consideration to purchase three Dell Pro Rugged Laptops for \$6,569.28 Randy Mundy, Chief of Police

Chief Mundy stated that the purchase would complete the transfer from old laptops to more sturdy ones for the officers.

A motion was made to approve the purchase of the laptops.

Motion made by Council Member Hunter, Seconded by Council Member Whelan.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

12. Consideration to adopt a revision to the Town of Tyrone fee schedule regarding Building, Planning & Zoning, Environmental, and Engineering fees. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet recommended approval and reminded Council that the item was discussed at the annual planning workshop meeting.

A motion was made to approve the fee schedule for building, planning & zoning, environmental, and engineering fees.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

13. Consideration to approve Amendment 2 to the Inspection Services Agreement contract with SAFEbuilt, Inc., regarding fee changes and retained percentages. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet shared that the services agreement would recognize the newly updated fee schedule along with renegotiated percentages with the Town receiving from 0% to 25% of fees and Safebuilt at 75%.

A motion was made to approve Amendment 2 to the Inspection Services Agreement contract with SAFEbuilt, Inc. along with fee changes and retained percentages.

Motion made by Council Member Hunter, Seconded by Council Member Whelan.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

14. Consideration to Award the 2025 Stormwater Inspection Services project number PW-2025-10 to Integrated Science and Engineering in the amount of \$24,712. Scott Langford, PE Public Works Director & Town Engineer

Mr. Langford shared that the Town was in their 3<sup>rd</sup> year of a mandated, 5-year stormwater infrastructure inspection program. Integrated Science and Engineering was approached for a proposal to inspect 431 pipes and 620 structures.

A motion was made to Award the 2025 Stormwater Inspection Services project number PW-2025-10 to Integrated Science and Engineering for \$24,712.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

**XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Ms. Linda Howard announced the first of many Tyrone Elementary School Reunions on May 17<sup>th</sup> at the museum beginning at 2:00 p.m. The first would include the classes from 1929-1960. Light refreshments would be served.

Ms. Sandy Dow approached Council by proposing that the Town allow local food trucks to begin serving at Shamrock Park while the new Food Truck Park was being constructed. She added that there was interest and would like to see it advance.

## **XII. STAFF COMMENTS**

Mr. Langford announced that the bid opening for the 2025 Asphalt Resurfacing project was today, and the recommendation would be at the next meeting. He also shared that the Dogwood Road paving project would begin on May 5<sup>th</sup> from Farr Road to Hwy 74, followed by the other side.

Mr. Perkins stated that yesterday the Fayette County Business Summit was held, which included municipalities, business leaders, Trilith members, the Development Authority, the Fayette Chamber, and the Georgia Department of Transportation. He then shared a study that was conducted by Georgia Tech on the cost of community services for the county. He added that Tyrone could obtain their own study and that the Fayette County Development Authority would split the cost leaving Tyrone's portion at \$7,500. Council agreed to pay for the study as it would be invaluable to the Town's future budgeting and taxation decisions.

A motion was made to move forward with the Cost of Community Services study for the Town.

Motion made by Council Member Campbell, Seconded by Council Member Furr.  
Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

Ms. Beach announced that Ms. Devon Boullion would be leaving her position with the Town for a part-time position to pursue her Masters.

Mr. Perkins announced the First Friday event tomorrow night with musical guest, 6Feet Back, food truck, and vendors. The event will begin at 6:00 to 8:30 at Shamrock Park.

## **XIII. COUNCIL COMMENTS**

Council Member Campbell inquired about the new officer who was hurt during training. Chief Mundy stated that during training in Fulton County, Officer Flaughter injured his knee and was currently assisting Ms. Spradlin and Ms. King with Court duties. He was discharged with an Honorable Discharge and will resume his training at the Fayette County Police Academy when able. Chief Mundy clarified that Officer Flaughter was being paid for his administrative duties.

Council Member Whelan thanked everyone for coming out to the Fayette Square for the National Day of Prayer Celebration that day.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

The meeting adjourned at 8:31 p.m.

Motion made by Council Member Campbell.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan,  
Council Member Hunter.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk



## *Proclamation*

### **65<sup>th</sup> Annual National Public Works Week**

**WHEREAS**, Public Works services are essential to the health, safety, and well-being of the people of Tyrone Georgia; and

**WHEREAS**, the Town's facilities and services can only be provided through dedicated efforts of Public Works professionals, engineers, and administrators; and

**WHEREAS**, these professionals are responsible for designing, building, operating, and sustaining the public transportation systems, sewer system, buildings, parks, grounds, stormwater systems, dams, environmental protection essentials, and other facilities essential to serve our citizens: and

**WHEREAS**, the year of 2025 marks the 65<sup>th</sup> annual National Public Works Week and we recognize Public Works professionals, engineers, and administrators their contributions to the Town of Tyrone; and

**NOW, THEREFORE**, We, the Mayor and Members of the Town Council of the Town of Tyrone, do hereby proclaim May 18<sup>th</sup> to the 24<sup>th</sup>, 2025 to be.

### **PUBLIC WORKS WEEK**

and urge all citizens of the Town of Tyrone to take cognizance of this event and participate fittingly in its observance.

SO PROCLAIMED this 15<sup>th</sup> day of May  
2025.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest:

\_\_\_\_\_  
Dee Baker, Town Clerk



### Peace Officers' Memorial Day

**WHEREAS**, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police week; and

**WHEREAS**, the members of the Tyrone Police Department play an essential role in safeguarding the rights and freedoms of Tyrone; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that the members of the Tyrone Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the Tyrone Police Department increasingly provide a vital public service; and

**NOW, THEREFORE, WE**, the Mayor and Council of the Town of Tyrone, Georgia, call upon all citizens of Tyrone and upon all patriotic, civic and educational organizations to observe the week of May 11, 2025, as Police Week with appropriate ceremonies and observances in which all our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in doing so have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

We further call upon all citizens of the Town of Tyrone to observe Thursday, May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have been disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**So Proclaimed** this 15<sup>th</sup> day of May 2025.

MAYOR AND COUNCIL  
TOWN OF TYRONE

By: \_\_\_\_\_  
Eric Dial, Mayor

ATTEST: \_\_\_\_\_  
Dee Baker, Town Clerk



# COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 15, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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## STAFF REPORT

### AGENDA ITEM:

Consideration to award project PW-2025-01, the 2025 Asphalt Resurfacing project to Summit Construction and Development, LLC. For the base bid amount of \$866,743.47.

### BACKGROUND:

In keeping with the maintenance of our roads system, this year’s asphalt resurfacing project consists of LMIG 2024 Supplemental (Drumcliffe, Yeats, Kylemore Pass, Kylemore Ct), and LMIG 2025 (Shamrock Industrial Blvd, Mallory Ct, and McCarthy Ct). The project was advertised, and Bids were received and read aloud on April 30, 2025 at 10 AM. The lowest responsive and responsible base bid was \$866,743.47 by Summit Construction & Development, LLC. A bid alternate for Clover Lane was offered at \$32,860, but staff is not recommending bid alternate 1.

### FUNDING:

General Funds 100-40-52.2205 (\$495,289.69), LMIG 2024 Sup. Grant (\$165,167.48), LMIG 2025 Grant (\$136,286.30) and 2023 SPLOST (\$75,000).

### STAFF RECOMMENDATION:

Staff requests that Council award project PW-2025-01, the 2025 Asphalt Resurfacing project, and for the Mayor to execute the Agreement to the Summit Construction & Development, LLC. for the total sum of the Base Bid at \$866,743.47.

### ATTACHMENTS:

Bid Tabulation Sheet

### PREVIOUS DISCUSSIONS:

Council Planning Workshop in 2024



2025 ASPHALT RESURFACING FOR THE TOWN OF TYRONE, GA											
BID DATE: April 30, 2025 @ 10 AM											
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	CW Mathews Contracting Marietta, GA		Atlanta Paving & Concrete Peachtree Corners, GA		Blount Construction Marietta, GA		Vertical Earth, Inc. Cumming, GA	
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID											
	Acknowledged Addenda 1			Yes		Yes		Yes		Yes	
	Bid Bond (5%)			Yes		Yes		Yes		Yes	
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 58,080.72	\$ 58,080.72	\$ 50,794.71	\$ 50,794.71	\$ 66,659.16	\$ 66,659.16	\$ 44,245.12	\$ 44,245.12
2	Grading Complete, Pay Item 210-0100	1	LS	\$ 97,860.85	\$ 97,860.85	\$ 82,000.00	\$ 82,000.00	\$ 102,988.36	\$ 102,988.36	\$ 60,970.90	\$ 60,970.90
3	Recycled Asph 9.5mm Superpave, Type II, GP2 only, Incl Bitum Mat & Lime, Pay Item 402-3192	894	TN	\$ 115.76	\$ 103,489.44	\$ 112.34	\$ 100,431.96	\$ 125.83	\$ 112,492.02	\$ 151.08	\$ 135,065.52
4	Recycled Asph 12.5mm Superpave, Type II, GP 1 or GP2, Incl Polymer Modified Bitum Mat & Lime, Pay Item 402-4510	1,737	TN	\$ 107.40	\$ 186,553.80	\$ 117.08	\$ 203,367.96	\$ 118.94	\$ 206,598.78	\$ 136.76	\$ 237,552.12
5	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3192	2,528	TN	\$ 95.23	\$ 240,741.44	\$ 107.19	\$ 270,976.32	\$ 128.10	\$ 323,836.80	\$ 138.28	\$ 349,571.84
6	Recycled Asph 25mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3192	3.4	TN	\$ 944.57	\$ 3,211.54	\$ 125.00	\$ 425.00	\$ 610.80	\$ 2,076.04	\$ 712.03	\$ 2,420.90
7	Mill Asph Conc Pmnt 3.5" Depth, Pay Item 432-0214	10813	SY	\$ 4.95	\$ 53,524.35	\$ 3.00	\$ 32,439.00	\$ 5.30	\$ 57,308.90	\$ 4.06	\$ 43,900.78
8	Mill Asph Conc Pmnt 4" Depth, Pay Item 432-0216	12139	SY	\$ 4.65	\$ 56,446.35	\$ 2.36	\$ 28,646.04	\$ 6.21	\$ 75,383.19	\$ 4.54	\$ 55,111.08
9	Tack Coat, Pay Item 413-0750	1,598	GL	\$ 2.68	\$ 4,282.64	\$ 4.00	\$ 6,392.00	\$ 3.32	\$ 5,305.36	\$ 4.71	\$ 7,526.58
10	Thermoplastic Solid Traf Stripe, 6" yellow, Pay Item 653-2802	580	LF	\$ 1.00	\$ 580.00	\$ 2.00	\$ 1,160.00	\$ 1.03	\$ 597.40	\$ 1.10	\$ 638.00
11	Thermoplastic Solid Traf Stripe, yellow, Pay Item 653-6006	16	SY	\$ 7.50	\$ 120.00	\$ 50.00	\$ 800.00	\$ 7.73	\$ 123.68	\$ 8.25	\$ 132.00
12	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	100	LF	\$ 8.50	\$ 850.00	\$ 12.00	\$ 1,200.00	\$ 8.76	\$ 876.00	\$ 9.35	\$ 935.00
13	Raised PVMT Markers Type 1, Pay Item 654-1001	28	EA	\$ 5.50	\$ 154.00	\$ 30.00	\$ 840.00	\$ 5.67	\$ 158.76	\$ 6.05	\$ 169.40
14	Sim Dr Pipe 18, H 1-10 Pay Item 550-1180	58	LF	\$ 208.21	\$ 12,076.18	\$ 600.00	\$ 34,800.00	\$ 375.71	\$ 21,791.18	\$ 163.73	\$ 9,496.34
15	Sim Dr Pipe 36, H 1-10 Pay Item 550-1360	30	LF	\$ 261.88	\$ 7,856.40	\$ 750.00	\$ 22,500.00	\$ 536.74	\$ 16,102.20	\$ 276.30	\$ 8,289.00
16	Sim Dr Pipe 42, H 1-10 Pay Item 550-1420	33	LF	\$ 277.59	\$ 9,160.47	\$ 825.00	\$ 27,225.00	\$ 614.01	\$ 20,262.33	\$ 373.63	\$ 12,328.79
17	Jack & Bore 18" Pay Item 615-2540	16	LF	\$ 2,029.41	\$ 32,470.56	\$ 2,000.00	\$ 32,000.00	\$ 1,143.21	\$ 18,291.36	\$ 1,890.63	\$ 30,250.08
18	Reconst Catch Basin Lid, GP1 (sheet 13-0003), Pay Item 611-0003	1	LS	\$ 6,015.90	\$ 6,015.90	\$ 4,000.00	\$ 4,000.00	\$ 4,871.67	\$ 4,871.67	\$ 7,151.88	\$ 7,151.88
19	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID				\$	\$ 893,474.64	\$	\$ 919,999.99	\$	\$ 1,055,723.19	\$	\$ 1,025,756.31
BID Alternate 1											
BA1-1	Recycled Asph 12.5mm Superpave, Type II, GP 1 or GP2, Incl Polymer Modified Bitum Mat & Lime, Pay Item 402-4510	82	TN	\$ 167.59	\$ 13,742.38	\$ 120.00	\$ 9,840.00	\$ 147.36	\$ 12,083.52	\$ 177.28	\$ 14,536.86
BA1-2	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3192	82	TN	\$ 144.54	\$ 11,852.28	\$ 120.00	\$ 9,840.00	\$ 138.55	\$ 11,381.10	\$ 182.80	\$ 14,989.60
BA1-3	Mill Asph Conc Pmnt 4" Depth, Pay Item 432-0216	738	SY	\$ 19.44	\$ 14,346.72	\$ 2.50	\$ 1,845.00	\$ 7.22	\$ 5,328.36	\$ 16.80	\$ 12,398.40
BA1-4	Tack Coat, Pay Item 413-0750	45	GL	\$ 2.68	\$ 120.60	\$ 10.00	\$ 450.00	\$ 3.32	\$ 149.40	\$ 4.94	\$ 222.30
BA1-5	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	17	LF	\$ 8.50	\$ 144.50	\$ 20.00	\$ 340.00	\$ 8.76	\$ 148.92	\$ 9.35	\$ 156.95
BA1-6	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 12,458.40	\$ 12,458.40	\$ 2,000.00	\$ 2,000.00	\$ 1,493.24	\$ 1,493.24	\$ 21,031.82	\$ 21,031.82
TOTAL BID ALTERNATE 1				\$	\$ 52,664.88	\$	\$ 24,315.00	\$	\$ 30,564.54	\$	\$ 63,338.03
TOTAL BASE BID AND BID ALTERNATE 1				\$	\$ 946,139.52	\$	\$ 944,314.99	\$	\$ 1,086,287.73	\$	\$ 1,089,094.34

Bids Received by: Scott Langford  
Witnessed by: Curtis Carson



2025 ASPHALT RESURFACING FOR THE TOWN OF TYRONE, GA											
BID DATE: April 30, 2025 @ 10 AM											
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	Shepeco Paving, Inc Alpharetta, GA		Magnum Paving, Inc. Villa Rica, GA		Summit Construction Stone Mountain, GA		Piedmont Paving, Inc. Newnan, GA	
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID											
	Acknowledged Addenda 1			Yes		Yes		Yes		Yes	
	Bid Bond (5%)			Yes		Yes		Yes		Yes	
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 32,700.00	\$ 32,700.00	\$ 80,000.00	\$ 80,000.00	\$ 85,200.00	\$ 85,200.00	\$ 54,850.00	\$ 54,850.00
2	Grading Complete, Pay Item 210-0100	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 90,000.00	\$ 90,000.00	\$ 82,053.87	\$ 82,053.87	\$ 60,100.00	\$ 60,100.00
3	Recycled Asph 9.5mm Superpave, Type II, GP2 only, Incl Bltum Matl & Lime, Pay Item 402-3192	894	TN	\$ 115.40	\$ 103,167.60	\$ 117.50	\$ 105,045.00	\$ 110.00	\$ 98,340.00	\$ 127.40	\$ 113,895.60
4	Recycled Asph 12.5mm Superpave, Type II, GP 1 or GP2 , Incl Polymer Modified Bltum Mat & Lime, Pay Item 402-4510	1,737	TN	\$ 125.86	\$ 218,618.82	\$ 118.00	\$ 204,960.00	\$ 115.00	\$ 199,755.00	\$ 126.75	\$ 220,164.75
5	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bltum Mat & Lime, Pay Item 402-3190	2,528	TN	\$ 114.03	\$ 288,267.84	\$ 115.50	\$ 291,984.00	\$ 105.00	\$ 265,440.00	\$ 114.65	\$ 289,835.20
6	Recycled Asph 25mm Superpave, Type II, GP1 or GP2, Incl Bltum Mat & Lime, Pay Item 402-3121	3.4	TN	\$ 114.03	\$ 387.70	\$ 305.00	\$ 1,037.00	\$ 150.00	\$ 510.00	\$ 594.85	\$ 2,022.49
7	Mill Asph Conc Pvmnt 3.5" Depth, Pay Item 432-0214	10813	SY	\$ 5.98	\$ 64,661.74	\$ 4.88	\$ 52,551.18	\$ 2.40	\$ 25,951.20	\$ 4.50	\$ 48,658.50
8	Mill Asph Conc Pvmnt 4" Depth, Pay Item 432-0216	12139	SY	\$ 6.75	\$ 81,938.25	\$ 4.55	\$ 55,232.45	\$ 2.80	\$ 31,561.40	\$ 3.65	\$ 44,307.35
9	Tack Coat, Pay Item 413-0750	1,598	GL	\$ 6.50	\$ 10,387.00	\$ 7.00	\$ 11,186.00	\$ 7.00	\$ 11,186.00	\$ 8.80	\$ 14,062.40
10	Thermoplastic Solid Traf Stripe, 6" yellow, Pay Item 653-2602	580	LF	\$ 1.04	\$ 603.20	\$ 9.25	\$ 5,365.00	\$ 1.00	\$ 580.00	\$ 1.10	\$ 638.00
11	Thermoplastic Solid Traf Stripe, yellow, Pay Item 653-6006	16	SY	\$ 7.77	\$ 124.32	\$ 8.50	\$ 136.00	\$ 7.50	\$ 120.00	\$ 12.10	\$ 193.60
12	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	100	LF	\$ 8.80	\$ 880.00	\$ 10.00	\$ 1,000.00	\$ 8.50	\$ 850.00	\$ 11.00	\$ 1,100.00
13	Raised PVMNT Markers Type 1, Pay Item 654-1001	28	EA	\$ 5.70	\$ 159.60	\$ 7.00	\$ 196.00	\$ 5.50	\$ 154.00	\$ 7.70	\$ 215.60
14	Stm Dr Pipe 18, H 1-10 Pay Item 550-1180	58	LF	\$ 305.33	\$ 17,709.14	\$ 100.00	\$ 5,800.00	\$ 94.00	\$ 5,452.00	\$ 485.00	\$ 28,970.00
15	Stm Dr Pipe 36, H 1-10 Pay Item 550-1380	30	LF	\$ 315.68	\$ 9,470.40	\$ 190.00	\$ 5,700.00	\$ 194.00	\$ 5,820.00	\$ 575.50	\$ 17,265.00
16	Stm Dr Pipe 42, H 1-10 Pay Item 550-1420	33	LF	\$ 337.41	\$ 11,134.53	\$ 225.00	\$ 7,425.00	\$ 240.00	\$ 7,920.00	\$ 630.50	\$ 20,806.50
17	Jack & Bore 18" Pay Item 615-2540	16	LF	\$ 633.42	\$ 10,134.72	\$ 1,800.00	\$ 28,800.00	\$ 1,500.00	\$ 24,000.00	\$ 4,250.00	\$ 68,000.00
18	Reconst Catch Basin Lid, GP1 (sheet 13-0003), Pay Item 611-0003	1	LS	\$ 2,587.50	\$ 2,587.50	\$ 4,500.00	\$ 4,500.00	\$ 1,850.00	\$ 1,850.00	\$ 1,900.00	\$ 1,900.00
19	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID				\$	\$ 874,432.36	\$	\$ 970,923.63	\$	\$ 866,743.47	\$	\$ 1,004,984.99
BID Alternate 1											
BA1-1	Recycled Asph 12.5mm Superpave, Type II, GP 1 or GP2 , Incl Polymer Modified Bltum Mat & Lime, Pay Item 402-4510	82	TN	\$ 125.86	\$ 10,320.52	\$ 225.00	\$ 18,450.00	\$ 150.00	\$ 12,300.00	\$ 126.75	\$ 10,393.50
BA1-2	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bltum Mat & Lime, Pay Item 402-3192	82	TN	\$ 114.03	\$ 9,350.46	\$ 200.00	\$ 16,400.00	\$ 135.00	\$ 11,070.00	\$ 114.65	\$ 9,401.30
BA1-3	Mill Asph Conc Pvmnt 4" Depth, Pay Item 432-0216	738	SY	\$ 6.69	\$ 4,937.22	\$ 9.50	\$ 7,011.00	\$ 3.50	\$ 2,583.00	\$ 3.65	\$ 2,693.70
BA1-4	Tack Coat, Pay Item 413-0750	45	GL	\$ 6.50	\$ 292.50	\$ 7.00	\$ 315.00	\$ 6.50	\$ 292.50	\$ 8.80	\$ 396.00
BA1-5	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	17	LF	\$ 8.80	\$ 149.60	\$ 165.00	\$ 2,805.00	\$ 18.50	\$ 314.50	\$ 11.00	\$ 187.00
BA1-6	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,300.00	\$ 6,300.00	\$ 1,500.00	\$ 1,500.00
TOTAL BID ALTERNATE 1				\$	\$ 26,050.30	\$	\$ 47,481.00	\$	\$ 32,860.00	\$	\$ 24,571.50
TOTAL BASE BID AND BID ALTERNATE 1				\$	\$ 900,482.66	\$	\$ 1,018,404.63	\$	\$ 899,603.47	\$	\$ 1,029,556.49

Bids Received by: Scott Langford  
Witnessed by: Curtis Carson



Bid tabulation for: PW-2025-01 2025 ASPHALT RESURFACING FOR THE TOWN OF TYRONE, GA											
BID DATE: April 30, 2025 @ 10 AM											
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	McLeRoy, Inc. Zebulon, GA		Triple R Paving & Const. Morrow, GA		CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	CALCULATED TOTAL PRICE
BASE BID				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
Acknowledged Addenda 1				Yes		Yes					
Bid Bond (5%)				Yes		Yes					
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 41,441.50	\$ 41,441.50	\$ 40,000.00	\$ 40,000.00				
2	Grading Complete, Pay Item 210-0100	1	LS	\$ 23,443.17	\$ 23,443.17	\$ 88,000.00	\$ 88,000.00				
3	Recycled Asph 9.5mm Superpave, Type II, GP2 only, Incl Bitum Mat & Lime, Pay Item 402-3190	894	TN	\$ 128.00	\$ 114,432.00	\$ 117.12	\$ 104,705.28				
4	Recycled Asph 12.5mm Superpave, Type II, GP1 or GP2, Incl Polymer Modified Bitum Mat & Lime, Pay Item 402-4510	1,737	TN	\$ 126.00	\$ 219,862.00	\$ 116.43	\$ 202,236.91				
5	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3190	2,528	TN	\$ 125.00	\$ 316,000.00	\$ 107.43	\$ 271,983.04				
6	Recycled Asph 25mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3121	3.4	TN	\$ 2,051.59	\$ 6,975.41	\$ 250.00	\$ 850.00				
7	Mill Asph Conc Pmnt 3.5" Depth, Pay Item 432-0214	10813	SY	\$ 3.70	\$ 40,008.10	\$ 4.18	\$ 45,198.34				
8	Mill Asph Conc Pmnt 4" Depth, Pay Item 432-0216	12139	SY	\$ 4.53	\$ 54,989.67	\$ 4.20	\$ 50,983.80				
9	Tack Coat, Pay Item 413-0750	1,598	GL	\$ 5.48	\$ 8,757.04	\$ 5.00	\$ 7,990.00				
10	Thermoplastic Solid Traf Stripe, 6" yellow, Pay Item 653-2602	580	LF	\$ 1.49	\$ 864.20	\$ 1.00	\$ 580.00				
11	Thermoplastic Solid Traf Stripe, yellow, Pay Item 653-6008	16	SY	\$ 14.85	\$ 237.60	\$ 6.50	\$ 104.00				
12	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	100	LF	\$ 10.10	\$ 1,010.00	\$ 10.00	\$ 1,000.00				
13	Raised PavMT Markers Type 1, Pay Item 654-1001	28	EA	\$ 10.64	\$ 297.92	\$ 10.00	\$ 280.00				
14	Stm Dr Pipe 18, H 1-10 Pay Item 550-1180	58	LF	\$ 200.00	\$ 11,600.00	\$ 100.00	\$ 5,800.00				
15	Stm Dr Pipe 36, H 1-10 Pay Item 550-1380	30	LF	\$ 300.00	\$ 9,000.00	\$ 180.00	\$ 5,700.00				
16	Stm Dr Pipe 42, H 1-10 Pay Item 550-1420	33	LF	\$ 300.00	\$ 9,900.00	\$ 220.00	\$ 7,260.00				
17	Jack & Bore 18" Pay Item 615-2540	16	LF	\$ 447.58	\$ 7,161.28	\$ 1,800.00	\$ 28,800.00				
18	Reconst Catch Basin Lid, GP1 (sheet 13-0003), Pay Item 611-0003	1	LS	\$ 3,888.74	\$ 3,888.74	\$ 4,000.00	\$ 4,000.00				
19	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00				
TOTAL BASE BID				\$	\$ 888,668.63	\$	\$ 885,073.37	\$		\$	
BID Alternate 1											
BA1-1	Recycled Asph 12.5mm Superpave, Type II, GP1 or GP2, Incl Polymer Modified Bitum Mat & Lime, Pay Item 402-4510	82	TN	\$ 131.68	\$ 10,789.76	\$ 116.43	\$ 9,547.26				
BA1-2	Recycled Asph 19mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3190	82	TN	\$ 129.56	\$ 10,623.92	\$ 107.43	\$ 8,809.26				
BA1-3	Mill Asph Conc Pmnt 4" Depth, Pay Item 432-0216	738	SY	\$ 17.80	\$ 13,136.40	\$ 4.20	\$ 3,099.60				
BA1-4	Tack Coat, Pay Item 413-0750	45	GL	\$ 5.48	\$ 246.60	\$ 5.00	\$ 225.00				
BA1-5	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	17	LF	\$ 10.10	\$ 171.70	\$ 10.00	\$ 170.00				
BA1-6	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 1,485.00	\$ 1,485.00	\$ 3,000.00	\$ 3,000.00				
TOTAL BID ALTERNATE 1				\$	\$ 36,461.38	\$	\$ 24,851.12	\$		\$	
TOTAL BASE BID AND BID ALTERNATE 1				\$	\$ 925,130.01	\$	\$ 909,924.49	\$		\$	

Bids Received by: Scott Langford  
Witnessed by: Curtis Carson



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** May 15, 2025  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to award Engineering Services for project PW-2025-14, the 2025 Stormwater Structure Maintenance project to Goodwyn Mills Cawood, LLC for the amount not to exceed \$18,000.

**BACKGROUND:**

To reduce sink holes and improve stormwater quality, staff asked Goodwyn Mills Cawood, LLC. (GMC) for a proposal to design plans for sealing around pipes in 58 stormwater structures. GMC proposed \$6,000 for Design, Bidding Assistance not to exceed \$2,000, and Construction Admin services not to exceed \$10,000 which equates to a Ttotal Project Cost not to exceed \$18,000.

**FUNDING:**

General Funds - 100-40-52.2211 - Stormwater

**STAFF RECOMMENDATION:**

Staff requests that Council award project PW-2025-14, the 2025 Stormwater Structure Maintenance project, and for the Mayor to execute the Agreement with Goodwyn Mills Cawood, LLC. for Engineering Services not to exceed \$18,000.

**ATTACHMENTS:**

GMC Proposal

**PREVIOUS DISCUSSIONS:**

Council Planning Workshop in 2024



April 29, 2025  
**Updated May 5, 2025**

**Goodwyn Mills Cawood**

100 North Gay Street  
 Suite 300  
 Auburn, AL 36830

T (334) 553-6530

www.gmcnetwork.com

Mr. Scott Langford, PE  
 Public Works Director / Town Engineer  
 Town of Tyrone  
 950 Senoia Road  
 Tyrone, GA 30290

**Sent Via Email:** [scott.langford@tyronega.gov](mailto:scott.langford@tyronega.gov)

RE: Professional Services Proposal  
 Townwide Stormwater Structure Maintenance Project - Town of Tyrone, GA

Scott,

Goodwyn Mills Cawood, LLC ("GMC") and I thank you for the opportunity to submit a proposal for the Townwide Stormwater Structure Maintenance Project ("Project"), in Tyrone, GA ("Town"). The project will involve grouting (or other method) the pipe connections of 58 stormwater structures located throughout the Town. The attached map and table represent the proposed structures to be grouted.

Consideration of our firm for this project is most appreciated. We have prepared this proposal per your request, and look forward to working with you and the Town on this Project.

**SCOPE OF SERVICES**

GMC reserves the right to review and subsequently revise this proposal in the event of change to the project budget, project scope or scope of services. This proposal is based on the following Scope of Services:

***Project Manual and Specifications***

Based on Project scope described above, GMC will prepare a Project Manual and Specifications of the proposed improvements. Following are tasks associated with this phase of project development:

- Coordinate with Town for preparation of front end project manual documents (Town to prepare front end project manual documents)
- Prepare specifications for the proposed Project scope
- Attend one (1) virtual meeting with Owner to review the project manual and specifications
- Revise the specifications per Owner comments
- Submit specifications the Owner for review and approval
- Prepare project construction cost estimate

***Bidding Assistance (hourly not to exceed)***

GMC will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:

- Respond to questions from bidders
- Prepare addenda as needed

***Construction Administration (hourly not to exceed)***

GMC will perform the following requested construction administration services on an hourly not to exceed basis. A two (2) month construction schedule is anticipated, and is used to develop the anticipated 'not to exceed' fees. Should the schedule extend beyond two (2) months, the 'not to exceed' amount may need to be adjusted:

- Coordination of the pre-construction meeting
- Review and approve contractor's pay applications



- Respond to construction RFIs
- Site visits
- Periodically review contractor’s operations and prepare any change orders as needed
- Coordinate and conduct final inspection and prepare final punch item list
- Process project close out documents

**SCHEDULE**

GMC will begin work immediately upon authorization. We will work with the Town to develop a schedule that aligns with the Town’s delivery expectations.

**COMPENSATION**

Compensation for work performed shall be billed on a lump sum basis (see breakdown below). Once per month during the existence of this contract, GMC shall submit to the Town an invoice for payment based on the percentage complete of the work performed for the Project through the invoice period.

Project Manual and Specifications	\$6,000
<b>Total Lump Sum Fees:</b>	<b>\$6,000</b>
Bidding Assistance	\$2,000
Construction Administration	\$10,000
<b>Total Hourly Not to Exceed Fees:</b>	<b>\$12,000</b>

**PAYMENT TERMS**

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date and is considered past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

**LIABILITY INSURANCE**

GMC maintains Workmen’s compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

**AGREED REMEDY**

To the fullest extent permitted by law, the total liability, in the aggregate, of Goodwyn Mills Cawood, LLC (GMC) and its officers, directors, employees, agents, and consultants to Town of Tyrone, GA and anyone claiming by, through or under Town of Tyrone, GA, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GMC’s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by GMC under this Agreement.


**WAIVER OF CONSEQUENTIAL DAMAGES**

Neither Town of Tyrone, GA nor GMC, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Should you agree to the terms of this proposal, please sign where indicated and return a copy to our office. We can begin work immediately upon receipt of a signed proposal.



We appreciate the opportunity to work with you, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely,  
**GOODWYN MILLS CAWOOD, LLC**  
  
Sam Serio, PE  
VP, Engineering

AGREED:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

- Attachments:
- 1) GMC Standard Hourly Rates
  - 2) Grouting Project Overview Maps
  - 3) Grouting Projects Table



## 2025 Standard Rate and Fee Schedule

### Standard Hourly Rates

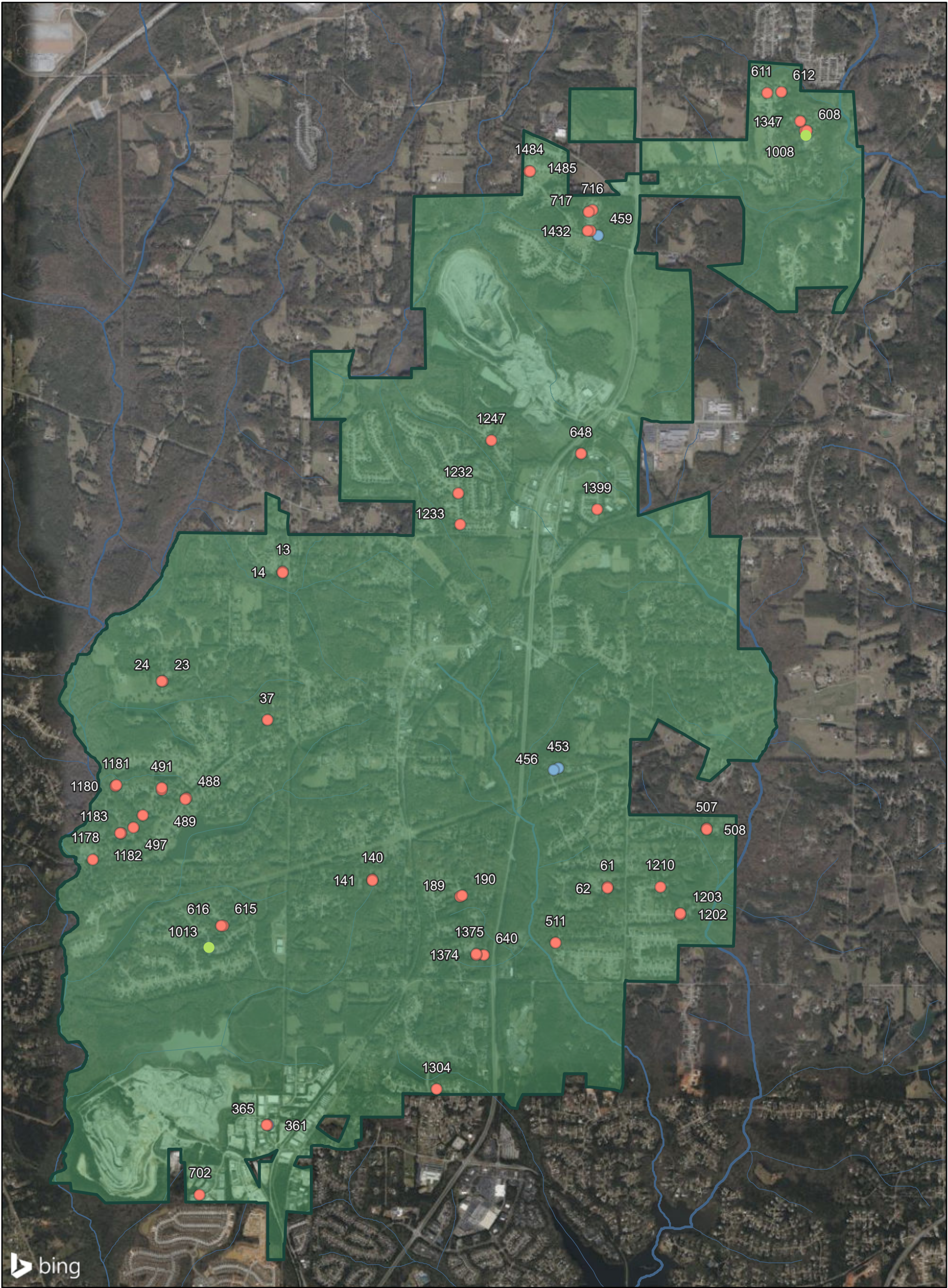
Executive Vice President	\$ 305.00
Senior Vice President	\$ 285.00
Vice President	\$ 265.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 260.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	\$ 240.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 220.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	\$ 200.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 165.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 150.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 120.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 165.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 125.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 100.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 120.00
Administrative Assistant II	\$ 100.00
Administrative Assistant I	\$ 80.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 350.00
Survey Crew (three-man survey crew)	\$ 280.00
Survey Crew (two-man survey crew)	\$ 210.00
Field Tech III	\$ 120.00
Field Tech II	\$ 95.00
Field Tech I	\$ 75.00

### Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.70 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus five percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus five percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



# Stormwater Grouting Projects Map



4/22/2025

Grouting Projects

Catch Basin

Yard Inlet

Junction Box

District - Stream Map

1

2

Town Limits 2023

3

4

0

0.33

0.65

1.3 mi

0

0.5

1

2 km

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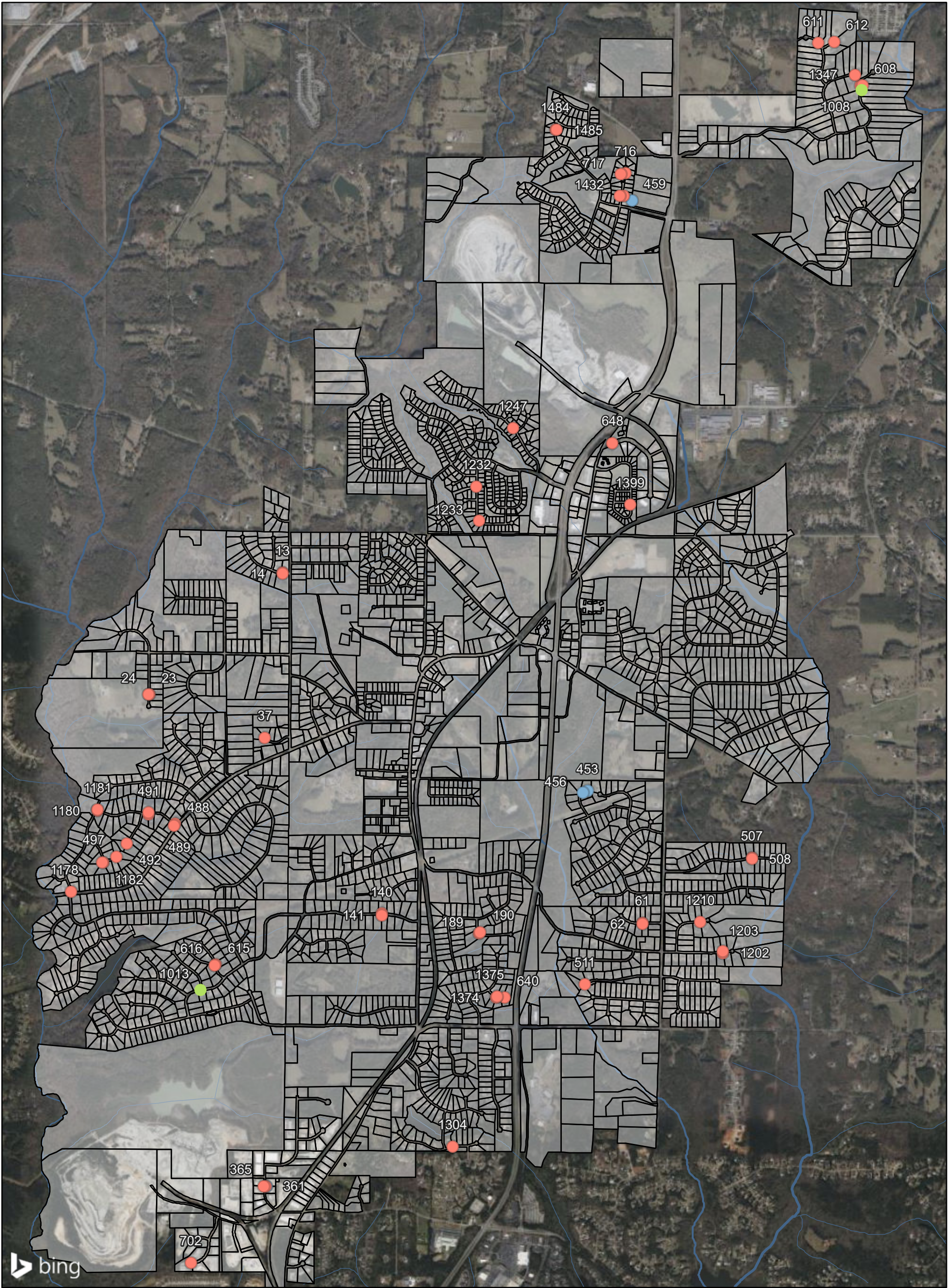
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Distribution Airbus DS



# Stormwater Grouting Projects Map



4/22/2025

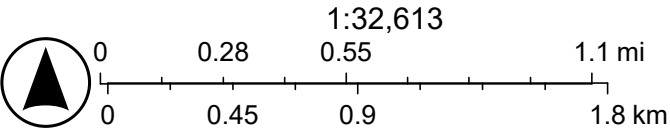
## Grouting Projects

- Catch Basin
- Yard Inlet
- Junction Box

Tyrone Tax Parcels 2018 copy

## District - Stream Map

- 1
- 2
- 3
- 4



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Distribution Airbus DS



2025/2026 Grouting Projects

Also see reference tab documents (as needed)

Structure ID	Address #	Street Address	STRUCTURE TYPE	STRUCTURE MATERIAL	STRUCTURE	STRUCTURE SEDIMENT	STRUCTURE DEBRIS	WATER	FIELD NOTES	Pipe Diameter (in)	Measure Down < or > 10 (VF)	Approximate Measure Down (VF)	Soil Grouting Required?	Total Estimated Cost
13	105	Montego Trail	Catch Basin	Pre-Cast Concrete	None	None	None	None	Grout around pipes	1-18"	<10	5		
14	110	Montego Trail	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipes	2-18"	<10	6		
23	150	Laurel Lake Road	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	Standing	Grout junction box - scour + seepage.	1-18"	<10	<6		
24	200	Laurel Lake Road	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	None	Grout junction box - scour +	2-18"	<10	<6		
37	130	St. Ives	Catch Basin	Pre-Cast Concrete	None	None	Minor	None	Grout around pipes/ in jb	2-24"	<10			
61	125	Tramore Trace	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipe	1-24"	<10			
62	110	Tramore Trace	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipes	2-24"	<10			
140	109	Magnolia Drive	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	None	Grout around pipes/ in jb	1-30"	<10	<8		
141	106	Magnolia Drive	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	None	Grout around pipes/ in jb	1-30"/1-36"	<10	<8		
189	105	Creggan Hill Court	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	Standing	Grouting needed - scour around pipes in junction box	1-36"/1-42"	<10			
190	102	Creggan Hill Court	Catch Basin	Pre-Cast Concrete	None	None	Minor	Standing	Grouting needed	2-36"	<10			
361	125	Shamrock Industrial Blvd	Yard Inlet	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	Standing	Pipe needs grout	1-36"	<10	~5		
364	125	Shamrock Industrial Blvd	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	None	Corner chipped, grout pipes	2-36"	<10	~5		
365	130	Shamrock Industrial Blvd	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipes	2-36"	<10	~5		
453	135	Sturbridge Place	Yard Inlet	Cast in Place Concrete and Brick	Minor	None	Minor	None	grout junction box	1-36"/1-54"/1-60"	<10	8 Y		
456	135	Sturbridge Place	Yard Inlet	Cast in Place Concrete and Brick	Minor	None	None	None	grout junction box	1-60"/1-72"	<10	8 Y		
488	105	Drumcliff Court	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	None	Grout jb.	2-18"	<10	<6		
489	100	Drumcliff Court	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipes/ in jb.	2-18"	<10	<6		
490	140	Drumcliff Court	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	None	None	Grout jb.	2-42"	<10	<7		
491	155	Drumcliff Court	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	None	None	Grout jb.	2-42"	<10	<7		
492	150	Yeats Court	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	None	grouting needed in jb - minor scour occurring.	1-18"	<10	<8		
497	160	Kylemore Pass	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	None	None	Grout jb.	1-18"	<10			
507	230	Farr Lake Drive	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	None	Standing	Grouting needed.	1-30"	<10	<6		
508	165	Farr Lake Drive	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	None	Standing	Grouting needed	1-30"	<10	<7		
511	195	Taylor Ridge Court	Catch Basin	Pre-Cast Concrete	Moderate	None	Minor	Standing	Grout inside catch basin/ around pipe.	1-18"	<10	<3		
607	500	Westbourne Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	grout old construction under drain (hdpe)	1-18"	<10	5		
608	465	Westbourne Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	grout old construction under drain (hdpe)	1-18"/1-30"	<10	5		
611	170	New Castle Lane	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	Underdrain grouting needed	1-24"	<10	6		
612	125	Westgreen Way	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout underdrain	1-18"	<10	<8		
615	402	Wicklow Street	Catch Basin	Pre-Cast Concrete	None	None	None	Flowing	Grout around pipes	2-36"	<10	6		
616	114	Beresford Rd-Common Area	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	Flowing	Grout around pipes	1-36"/1-42"	<10	7		
640	106	Caledon Court	Catch Basin	Pre-Cast Concrete	None	None	None	Flowing	Grout junction box	1-30"/1-36"	<10	6		
648	1400	Senoia Rd	Catch Basin	Pre-Cast Concrete with brick section	Minor	1%_25%_of_Pipe_Diameter	Minor	Standing	re-grout brick area around inlet pipe from private development.	1-18"/2-36"	<10			
702	155	Celtic Blvd	Catch Basin	Pre-Cast Concrete	None	None	Significant	Standing	Trash and pine straw removal, grout pipe	1-18"	<10	<3		
716	230	Stonewyck Drive	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout cb and disconnect underdrain	2-48"	<10	~9		
717	160	Park Haven Lane	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout cb and disconnect underdrain	2-48"	<10	~9		
1008	455	Westbourne Drive	Junction Box	Pre-Cast Concrete	Minor	None	None	None	re-grout around pipe in jb	1-24"/1-30"	>10	~10		
1013	592	McDade Street	Junction Box	Pre-Cast Concrete	Moderate	None	None	Standing	Interior top of structure needs grout	2-24"	>10	~10		
1178	105	Strandhill Road	Catch Basin	Pre-Cast Concrete	Minor	None	Minor	None	Grout jb.	1-18"/1-24"	>10	12 Y		
1180	240	Drum Cliff Court	Catch Basin	Pre-Cast Concrete	None	None	Minor	Standing	grout cb + disconnect underdrain	2-18"	<10	<4		
1181	215	Strandhill Road*	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout cb + disconnect underdrain	1-18"	<10	<4	M	
1182	135	Kylemore Pass	Catch Basin	Pre-Cast Concrete	Minor	None	Significant	None	Grout around pipes/ in jb	2-36"	<10	<4		
1183	125	Kylemore Pass	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	None	Grout around pipes/ in jb	2-36"	<10	<4		
1202	175	Donegal Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	separation btwn sidewalk joint and cb to be grouted	1-18"	<10			
1203	160	Donegal Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	separation btwn sidewalk joint and cb to be grouted	1-18"/2-36"	<10			
1210	145	Wickham Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	separation btwn sidewalk joint and cb to be grouted	1-18"/2-24"	<10			
1232	106	Keswick Manor Drive	Catch Basin	Pre-Cast Concrete	None	None	None	None	Sinkhole repair - grouting/ seepage issue in junction box	1-18"/2-60"	>10	~12		
1233	120	Keswick Manor Drive	Catch Basin	Pre-Cast Concrete	None	1%_25%_of_Pipe_Diameter	Minor	Standing	Grout cb's jb	2-24"	>10	~13		
1247	101	Dover Chase	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	None	None	grout cb's junction box and around pipes + pave jb invert	2-42"	<10	~10		
1304	215	Ashmere Court	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	Brick top for jb needs grouting.	1-18"/1-24"/1-30"	<10	<8	M	
1347	515	Westbourne Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	grouting needed under lid - area under sw	1-18"/2-24"	<10	~9		
1374	104	Caledon Court	Catch Basin	Pre-Cast Concrete	None	None	None	None	Grout junction box	2-30"	<10	~7		
1375	103	Caledon Court	Catch Basin	Pre-Cast Concrete	None	None	None	None	Grout junction box	2-30"	<10	~6		
1399	100	Daisy Hill	Catch Basin	Pre-Cast Concrete	Minor	1%_25%_of_Pipe_Diameter	Minor	Standing	Grout pipes and repair invert	1-24"/2-48"	<10			
1431	115	Park Haven Lane	Catch Basin	Pre-Cast Concrete	None	None	None	Flowing	grout cb and disconnect underdrain	1-18"	<10	6		
1432	100	Park Haven Lane	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout cb and disconnect underdrain	2-18"	<10	6		
1484	510	Stonewyck Drive	Catch Basin	Pre-Cast Concrete	Minor	None	None	None	Settling between sidewalk and cb	1-18"	<10	7		
1485	230	Calverton Lane	Catch Basin	Pre-Cast Concrete	None	None	None	None	grout cb	1-18"/2-24"	<10	6		



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 15, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to award the 2025 Right-of-way Mowing and Grounds Maintenance project, number PW-2025-08, to A Abby Group, Inc. for the amount of \$249,250.

#### BACKGROUND:

The existing 2020 Right-of-way Mowing contract ends June 30, 2025. Request for Proposals were received on April 29, 2025. The requested services were for mowing and grounds maintenance on 24.8 centerline miles of ROW and 26.7 acres of Town owned property. The Town's Selection Committee evaluated 4 firms using the criteria listed in the RFP and selected A Abby as the highest ranked firm. The A Abby Group proposal included an annual cost of \$249,250 for the services.

#### FUNDING:

General Funds - 100-40-52.2203 and 100-60-52.2203

#### STAFF RECOMMENDATION:

Staff requests Council to authorize the Mayor to execute and award the contract for the Right-of-way Mowing and Grounds Maintenance project, number PW-2025-09, to the A Abby Group, Inc. for the amount of \$249,250.

#### ATTACHMENTS:

RFP as advertised, Addendum 1, Addendum 2, Lump Sum Bid Form, and Schedule of Values

#### PREVIOUS DISCUSSIONS:

Council Planning Workshop in 2025

2025 TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES  
PW-2025-08  
**LUMP SUM BID FORM**

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

FEIN# (required) 248725

Company A Abby Group

Address 154 Rockwood Road, Tyrone Ga 30290

City/State/ZIP CODE Tyrone, Georgia 30290

Phone 770-632-7288 FAX 678-364-6647 Email mattcameron@aabbygroup.com

Authorized Signature \_\_\_\_\_

Typed/Printed Name & Title Matt Cameron, Lawn Maintenance Manager

ACKNOWLEDGE AGENDA (Initial each received):

Addendum #1 MC

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 Contractor. Only one (1) proposal will be accepted from any person, Contractor 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: Two hundred forty-nine thousand two-hundred & fifty DOLLARS (in words)

\$ \$249,250.00 (in Numbers) which amount is hereinafter called the "Lump Sum Bid."

Signed, sealed, and dated this 14 day of April, 2025

Legal Name of Company: A Abby Group

Authorized Signature: Stephen Thomas

Printed Name: Matt Cameron

Title: Lawn Maintenance Manager

Company Seal



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



2025 TOWN OF TYRONE RIGHT OF WAY MOWING  
AND RELATED GROUND MAINTENANCE SERVICES  
Project No. PW-2025-08  
SCHEDULE OF VALUES FORM (Annual Costs)

SR 74 Town Limit North to South plus Ramps	\$ 76,313.00
Senioa Road from East Crestwood to Handley Road	\$ 4,409.00
Senioa Road from Millbrook Village to North end of Senioa	\$ 8,817.00
Senioa Road from Handley Rd to Millbrook Village	\$ 2,930.00
Senioa Road from Dogwood Trail to East Crestwood	\$ 1,358.00
Senioa Road from Town Limit South to Dogwood Trail	\$ 8,817.00
Handley Road from Tyrone Road to Senioa Road	\$ 1,469.00
Castlewood Road from Senioa Road to Town Limit (west)	\$ 11,756.00
Tyrone-Palmetto Road - Town Limit (east to west)	\$ 2,669.00
Powers Way	\$ 700.00
Spencer Lane	\$ 2,002.00
Arrowood Road	\$ 1,334.00
Brentwood Road	\$ 667.00
Tyrone Road to Riverdance Way Multi-Use Path	\$ 925.00
Dogwood Trail from Farr Road to Senioa Road	\$ 11,756.00
Dogwood Trail from Senioa Road to Kenmare Road	\$ 2,354.00
Farr Road	\$ 2,018.00
Swanson Road - From Senioa Road to Berry Hill Lane	\$ 1,000.00
Briarwood Road from Palmetto Road to Castlewood Road	\$ 2,669.00
East Crestwood Road East and West of Highway 74	\$ 900.00
Crestwood Road West of Senioa Road	\$ 900.00
Dogwood Trail at Rockington Drive	\$ 900.00
McDade - West of Crestwood to Ashland	\$ 900.00
Crabapple Lane - East of Senioa Road	\$ 900.00
Rockwood Road - Senioa Road to Celtic Blvd	\$ 900.00
Laurelwood Drive from Briarwood Road to Laurel Lake Road	\$ 1,334.00
O'Hara Drive - northside of road from Handley to Riverdance	\$ 667.00
Valleywood Road (paved sections)	\$ 667.00
Northwood Road	\$ 667.00
Caboose Lane	\$ 900.00
Riverdance Way- Two (2) Town owned access drives	\$ 667.00
2100 Castle Lake Drive and Castle Lake Court Lot	\$ 900.00
Devonshire Place Culvert	\$ 900.00
Winnfair Culvert	\$ 300.00
Recreation and Library 103 Commerce Drive	\$ 14,116.00
Old Fire Station Location (935 Senioa Road)	\$ 500.00
Shamrock Park	\$ 17,493.00
Handley Park (not baseball fields & not soccer fields)	\$ 17,493.00
Handley Park open area along Handley Rd south of entrance	\$ 1,100.00

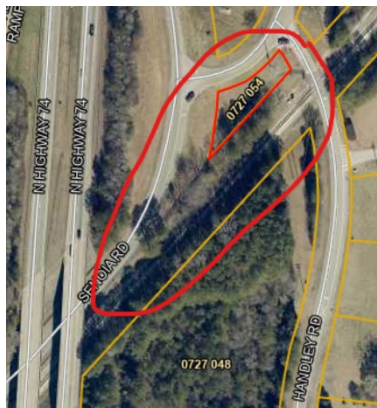
Veterans Park	\$	8,811.00
Redwine Park	\$	8,811.00
Fabon Brown Park	\$	4,408.00
Old Police Department (945 Senoia Road)	\$	1,800.00
Triangle open space at Senoia Rd and Handley Road	\$	5,878.00
Town Hall (950 Senoia Road)	\$	11,575.00
969 Senoia Road (Lot)	\$	900.00
<b>Total</b>	<b>\$</b>	<b>249,250.00</b>



**ADDENDUM NUMBER 2**  
**TOWN OF TYRONE RIGHT-OF-WAY MOWING AND**  
**GROUND MAINTENANCE SERVICES**  
**PROJECT NUMBER PW-2025-08**  
**04/21/2025**

The following changes, modifications, and/or clarifications to the Request for Proposal documents are a part, thereof, and change the original documents only in the manner and to the extent stated.

1. Bidders are reminded to comply with all the requirements for bidding as enumerated in the Request for Proposals, **INCLUDING ACKNOWLEDGEMENT OF THE RECEIPT OF THIS ADDENDUM ON THE BID FORM.**
2. Reference is made to miscellaneous questions submitted:
  - a. The question was: DDA Lot 943 Senoia Road – This address does not come up when searched. What is the correct area for the DDA Lot? The answer is: Please note that maintenance of the DDA Lot is to be addressed separately and is therefore removed from the list of areas to be addressed in this project. For your information, and for reference only, the correct address for the DDA Lot is 935 Senoia Road.
  - b. The question was: Is the “Triangle open space at Senoia Rd and Handley Road” the area shown as follows:



The answer is: Yes.

- c. The question was: Is the requirement for the awarded contractor to service only during the growing season (April – October) or service year-round? The answer is: As stated “The Contractor will perform the Work as prescribed...for a term of twelve (12) months...”. Service is to be provided year-round. See Agreement, Section 2. Term.
- d. The question was: Are turf treatments a part of this contract? The answer is: No. Turf treatments are addressed in a separate RFP. Please see Request for Proposals, 2025 Town of Tyrone Facilities Fertilization and Weed Control, Project Number: PW-2025-09, posted at <http://tyronega.gov/bid-items>.



- e. The question was: Who currently maintains the areas listed and how much is the current annual contract value? The answer is: Please see ADDENDUM NUMBER 1 TOWN OF TYRONE RIGHT-OF-WAY MOWING AND GROUND MAINTENANCE SERVICES PROJECT NUMBER PW-2025-08 04/07/2025, see responses 2.a and b.
- f. The question was: Is leaf removal in the Fall a part of this scope? The answer is: Leaf removal is to be included in mowing, maintenance servicing and debris removal in Town's specified ROW's, Parks, and other properties.
- g. The question was: Is it required to have the vegetation weed-eated around the lake's edge at Shamrock Park? The answer is: No. This area is managed by the Town of Tyrone Public Works Maintenance Staff.
- h. The question was: Will this contract be awarded all in its entirety to one contractor or will it be split up? The answer is: The Town will award the contract in its entirety to one contractor.
- i. The question was: Are retention/detention ponds required to be mowed as a part of this contract? If so, how many occurrences per year? The answer is: No. Maintenance of retention/detention ponds shall be addressed separately from this contract.
- j. The question was: Is mowing the large field behind the Town Hall a part of the requirements? The answer is: Indicated area as shown on the Tyrone Mowing Map, within the confines of the property limits (Plat No. 0738 162), is part of the Contract.
- k. The question was: The Museum is on the property listing, but is not on the pricing sheet. The answer is: The Schedule of Values Form (Annual Costs) Part 2 of 2 has been corrected to include The Town of Tyrone Museum, at 881 Senoia Road. The Revised Schedule of Values Form (Annual Costs) Part 1 of 2 and 2 of 2 is included in this Addendum and is to be completed and included in the submittal package.
- l. The question was: Is pruning of the shrubbery a part of the required scope? The answer is: Yes, shrubbery pruning is part of the contract.
- m. The question was: Who is responsible for replacing the mulch in the beds? The answer is: The mulched beds within the Town's ROW's, Parks, and other properties are managed by the Town of Tyrone Public Works Maintenance Staff.
- n. The question was: Are we to also include weed-eating any ditches or slopes that are a part of the right of way? The answer is: See Section 5.05 Brush and Shrub Removal, The Contractor 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 (4) inches or less.

2025 TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE  
SERVICES  
Project No. PW-2025-08

<b>REVISED SCHEDULE OF VALUES FORM (Annual Costs) ADDENDUM 2</b>	
Part 1 of 2	
SR 74 Town Limit North to South plus Ramps	\$
Senoia Road from East Crestwood to Handley Road	\$
Senoia Road from Millbrook Village to North end of Senoia	\$
Senoia Road from Handley Rd to Millbrook Village	\$
Senoia Road from Dogwood Trail to East Crestwood	\$
Senoia Road from Town Limit South to Dogwood Trail	\$
Handley Road from Tyrone Road to Senoia Road	\$
Castlewood Road from Senoia Road to Town Limit (west)	\$
Tyrone-Palmetto Road - Town Limit (east to west)	\$
Powers Way	\$
Spencer Lane	\$
Arrowood Road	\$
Brentwood Road	\$
Tyrone Road to Riverdance Way Multi-Use Path	\$
Dogwood Trail from Farr Road to Senoia Road	\$
Dogwood Trail from Senoia Road to Kenmare Road	\$
Farr Road	\$
Swanson Road – From Senoia Road to Berry Hill Lane	\$
Briarwood Road from Palmetto Road to Castlewood Road	\$
East Crestwood Road East and West of Highway 74	\$
Crestwood Road West of Senoia Road	\$
Dogwood Trail at Rockington Drive	\$
McDade – West of Crestwood to Ashland	\$
Crabapple Lane – East of Senoia Road	\$
Rockwood Road – Senoia Road to Celtic Blvd	\$
Laurelwood Drive from Briarwood Road to Laurel Lake Road	\$
O'Hara Drive - northside of road from Handley to Riverdance	\$
Valleywood Road (paved sections)	\$
Northwood Road	\$
Caboose Lane	\$
Riverdance Way – Two (2) Town owned access drives	\$
2100 Castle Lake Drive and Castle Lake Court Lot	\$
Devonshire Place Culvert	\$
Winnfair Culvert	\$
Recreation and Library 103 Commerce Drive	\$
<del>Old Fire Station Location (935 Senoia Road)</del>	\$

<b>REVISED SCHEDULE OF VALUES FORM (Annual Costs) ADDENDUM 2</b>	
Part 2 of 2	
Shamrock Park	\$
Handley Park (not baseball fields & not soccer fields)	\$
Handley Park open area along Handley Rd south of entrance	\$
Veterans Park	\$
Redwine Park	\$
Fabon Brown Park	\$
Museum (881 Senoia Road)	\$
Old Police Department (945 Senoia Road)	\$
Triangle open space at Senoia Rd and Handley Road	\$
Town Hall (950 Senoia Road)	\$
969 Senoia Road (Lot)	\$

**END OF ADDENDUM NO. 2**

**ADDENDUM NUMBER 1**  
**TOWN OF TYRONE RIGHT-OF-WAY MOWING AND**  
**GROUND MAINTENANCE SERVICES**  
**PROJECT NUMBER PW-2025-08**  
**04/07/2025**

The following changes, modifications, and/or clarifications to the Request for Proposal documents are a part, thereof, and change the original documents only in the manner and to the extent stated.

1. Bidders are reminded to comply with all the requirements for bidding as enumerated in the Request for Proposals, **INCLUDING ACKNOWLEDGEMENT OF THE RECEIPT OF THIS ADDENDUM ON THE BID FORM.**
2. Reference is made to miscellaneous questions submitted:
  - a. The question was: Will you provide the current contract company's name?  
The answer is: The Firm that was originally selected is still the current Firm under contract extensions, and the Firm is A Abby Group, Inc.
  - b. The question was: Will you provide the current contract company's fee?  
The answer is: The current fee is \$200,299.84 per year.
  - c. The question was: Will you provide the names of the companies who responded to the 2020 Right-of-way Mowing RFP? The answer is: A Abby, Yellowstone, Yard-Nique, Russell, Outdoor Solutions, and Express Pressure Washing.
  - d. The question was: Will you provide the bid tab for the 2020 ROW Moving RFP? The answer is: Since this was an RFP based on qualifications, the fee was just one of six criteria that were evaluated; therefore, a bid tab was not formulated as it would be on project based on just the fee.

**END OF ADDENDUM NO. 1**

**REQUEST FOR PROPOSALS**

**2025 TOWN OF TYRONE RIGHT OF WAY MOWING  
AND GROUNDS MAINTENANCE SERVICES**

**Project Number: PW-2025-08**



March 18, 2025

**SEALED PROPOSAL MUST BE DELIVERED TO:**

Town of Tyrone  
Attn: Curtis Carson  
950 Senoia Road  
Tyrone, GA 30290

**Proposals Due: April 29, 2025 by 10:00 AM EST**

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

**Owner:** The Town of Tyrone  
**Project Name:** 2025 Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services  
**Project Number:** PW-2025-08  
**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:** \$175,000 to \$225,000

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](mailto:curtis.carson@tyronega.gov) **Phone:** 770-487-4038

**Pre-submittal Conference:** None  
**Submittal Due Date:** April 29, 2025 **Time:** 10:00 AM **Number of Copies:** Five (5)  
**Submittal Delivery Address:**  
**Hand Delivery:** Town of Tyrone **Mail Services:** Town of Tyrone  
Attn: Curtis Carson Attn: Curtis Carson  
950 Senoia Road 950 Senoia Road  
Tyrone, GA 30290 Tyrone, GA 30290

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Town Manager)

THE TOWN OF TYRONE



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

1.0 INTRODUCTION

1.01 General:

The Town of Tyrone (Town) has undergone considerable development in the past five years. 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 in the attached documents. Other services, as defined in this bid package, will include maintenance activities on various road rights-of-way throughout the Town and Town Owned property. 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 Request for Proposal (RFP). This will be accomplished by procuring the services of a highly skilled Contractor 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 Contractor does not have to contact the Town when they visit the site. The purpose of the visit is to further acquaint your team with the maintenance 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 Right-of-Way mowing and related grounds maintenance services as noted in this RFP for a minimum of one (1) year beginning July 1, 2025 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 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 days after the Bid Due Date. The Town reserves the right to reject all proposals for any reason.

### 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 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, signposts, 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 CONTRACTOR 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 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 Contractor will consult with the appropriate Town personnel for approval prior to any schedule variance. The contractor shall notify the Public Works Director and Public Works Engineering Specialist at least 5 days prior to any maintenance activity rescheduling. Correspondence may occur via email or phone call.

3.06 The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications; The Contractor 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 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 The Contractor shall satisfy the Georgia Department of Transportation (GDOT) "Work Zone" safety and signage requirements and submit this plan to the Town for approval prior to initiating work activities. 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 mowing equipment and other tools utilized shall meet all GDOT requirements for signage, lighting and related devices.
- 3.14 The blocking, detouring or closure of public roads and streets by the Contractor is not permitted without Town written approval and will be at a minimum inconvenience to the public and traffic through Town. Traffic control, if required, is the responsibility of the Contractor must comply with GDOT and MUTCD requirements and is to be included in the lump sum bid provided.
- 3.15 The Town Manager may direct the 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 employee who is removed 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.
- 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 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 Contractor of discrepancies in work performed and corrective action to be taken.
- 4.04 Provide Contractor with modifications to the mowing frequency at least 5 days prior to Contractor 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 the 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 and Town properties. 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 mowing. The use of power blowers is acceptable, and accumulations of debris must be removed from the site. Accumulations of debris shall not be blown onto 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 Contractor. If plant material or debris is deposited into the curb/gutters or storm drain during mowing/trimming operations, the Contractor 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 located between the legally defined boundary to include access for the provision of public use. Right-of-Way measurements vary throughout the corporate limits of the Town of Tyrone. Town staff will coordinate with the Contractor to obtain proper Right-of-Way width distances on roadways described herein.

#### 5.02 Trash and Debris Removal

- A. Trash removal shall occur while Contractor is performing mowing or other maintenance activities within the public rights-of-way and Town owned properties.
- B. All trash is to be bagged and properly removed for disposal.
- C. NOTE: The Contractor 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 reported to the Public Works Director. Illegal signs shall be designated as any sign that is mounted on any utility pole or any temporary sign within the right-of-way.
- E. Removal of toxic/hazardous materials will not be performed by the Contractor; however, if such materials are found, the Contractor shall notify the Town immediately. If an emergency is encountered the Contractor shall first call 911 and then notify the Town.
- F. When 4 or more tires are found in one area, report location to the 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 Contractor. If method selected is shown to be unsatisfactory, the selected Contractor 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 shall 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.
- F. Chemical treatment, as allowed or directed by the above statements, shall be applied only by a licensed person.

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 into 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 Contractor will remove it immediately by hand or mechanical means at no cost to the Town.

5.05 Brush and Shrub Removal

- A. The Contractor 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 (4) inches or less.
- B. The cost to the Town for removal of plants, brush or other woody debris larger than four (4) inches in caliper will be negotiated between the Town and the Contractor; or performed by a third party.
- C. The Contractor 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 five (5) complete and identical 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](mailto:curtis.carson@tyronega.gov)

**6.02 Proposal Due Date:**

The deadline for submission of the RFP is listed on the RFP's Advertisement for Request for Proposals of Page 3 of this document, or as amended by an Addendum.

**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 2025 Town of Tyrone Right-of-Way Mowing and Grounds Maintenance Services – Project Number PW-2025-08" 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 20 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, 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 shall 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 regarded 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 timely written questions 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	<ul style="list-style-type: none"> <li>• Location and experience</li> <li>• Personnel and experience</li> <li>• Licensed in the state of Georgia for these types of work activities</li> <li>• References for similar work</li> <li>• Past and/or present litigation</li> <li>• Experience in managing similar size and scope projects</li> </ul>
Approach, Timelines and Current Workload	<ul style="list-style-type: none"> <li>• Present Workload</li> <li>• Potential Issues</li> <li>• Cost saving potential and enhanced service to the Town</li> <li>• Understanding of the project requirements</li> </ul>
Signature Page and Forms	<ul style="list-style-type: none"> <li>• Complete, sign and submit forms within the RFP</li> </ul>
Clarity of Submittal	<ul style="list-style-type: none"> <li>• Extent to which the instructions in the RFP were followed and information was clearly presented.</li> </ul>
Financial Stability	<ul style="list-style-type: none"> <li>• Form of Ownership</li> <li>• Certificate of Insurance</li> <li>• Current Assets to Current Liabilities Ratio</li> </ul>
Fee Schedule	<ul style="list-style-type: none"> <li>• Provide best proposal cost within budget</li> </ul>

## 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 pertains to them, including but not limited to:
  - a. Number of years in business and location of home and work offices.
  - b. Address, telephone and email address for the Contractor 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 Rights-Of-Way.
    - 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 Contractor 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. Contractors 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. 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%.
- D. 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.

- E. 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 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. Contractor shall demonstrate that a Payment Bond and Performance Bond for the total cost of the work can be obtained from a contractor or contractors licensed in the state of Georgia. The bonding contractors 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 Contractor’s Financial Officer.
- F. Fee Schedule – As part of the criteria submission. Contractors 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 Contractor 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 Contractor. The RFP process requires Contractors to respond to all the criteria in their proposals as these criteria are used to rank the Contractors.

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	March 25, 2025
Deadline for Submission of Questions	April 18, 2025
Proposal Due Date	April 29, 2025
Short List (if required)	May 8, 2025
Interviews (if required)	May 15, 2025
Committee Recommendation to Council	June 5, 2025
Award Contract on or about	June 24, 2025
Anticipated Start Date	July 1, 2025
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 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 poser 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 RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES  
PW-2025-08

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 Contractor. Only one (1) proposal will be accepted from any person, Contractor 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)

2025 TOWN OF TYRONE RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE  
SERVICES  
Project No. PW-2025-08

<b>SCHEDULE OF VALUES FORM (Annual Costs)</b>	
Part 1 of 2	
SR 74 Town Limit North to South plus Ramps	\$
Senoia Road from East Crestwood to Handley Road	\$
Senoia Road from Millbrook Village to North end of Senoia	\$
Senoia Road from Handley Rd to Millbrook Village	\$
Senoia Road from Dogwood Trail to East Crestwood	\$
Senoia Road from Town Limit South to Dogwood Trail	\$
Handley Road from Tyrone Road to Senoia Road	\$
Castlewood Road from Senoia Road to Town Limit (west)	\$
Tyrone-Palmetto Road - Town Limit (east to west)	\$
Powers Way	\$
Spencer Lane	\$
Arrowood Road	\$
Brentwood Road	\$
Tyrone Road to Riverdance Way Multi-Use Path	\$
Dogwood Trail from Farr Road to Senoia Road	\$
Dogwood Trail from Senoia Road to Kenmare Road	\$
Farr Road	\$
Swanson Road – From Senoia Road to Berry Hill Lane	\$
Briarwood Road from Palmetto Road to Castlewood Road	\$
East Crestwood Road East and West of Highway 74	\$
Crestwood Road West of Senoia Road	\$
Dogwood Trail at Rockington Drive	\$
McDade – West of Crestwood to Ashland	\$
Crabapple Lane – East of Senoia Road	\$
Rockwood Road – Senoia Road to Celtic Blvd	\$
Laurelwood Drive from Briarwood Road to Laurel Lake Road	\$
O’Hara Drive - northside of road from Handley to Riverdance	\$
Valleywood Road (paved sections)	\$
Northwood Road	\$
Caboose Lane	\$
Riverdance Way – Two (2) Town owned access drives	\$
2100 Castle Lake Drive and Castle Lake Court Lot	\$
Devonshire Place Culvert	\$
Winnfair Culvert	\$
Recreation and Library 103 Commerce Drive	\$
Old Fire Station Location (935 Senoia Road)	\$



<b>SCHEDULE OF VALUES FORM (Annual Costs)</b>	
Part 2 of 2	
Shamrock Park	\$
Handley Park (not baseball fields & not soccer fields)	\$
Handley Park open area along Handley Rd south of entrance	\$
Veterans Park	\$
Redwine Park	\$
Fabon Brown Park	\$
Old Police Department (945 Senoia Road)	\$
Triangle open space at Senoia Rd and Handley Road	\$
Town Hall (950 Senoia Road)	\$
969 Senoia Road (Lot)	\$

**BID BOND**

Section X, Item 6.

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 RIGHT OF WAY MOWING AND GROUNDS MAINTENANCE SERVICES

PROJECT NUMBER: PW-2025-08

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.

BidB1

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.

\_\_\_\_\_. L . S .  
Principal

\_\_\_\_\_  
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**

Section X, Item 6.

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 RIGHT-OF-WAY MOWING AND GROUNDS MAINTENANCE SERVICES

FOR THE TOWN OF TYRONE, GEORGIA

PW-2025-08

PerfB1

NOW, THEREFORE, if the PRINCIPAL shall well, truly andfaithfully 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 referringto 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)	_____ Principal
_____ (Witness as toPrincipal)	By: _____
_____ (Address)	_____ (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 boundunto

\_\_\_\_\_  
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:

2020 RIGHT-OF-WAY MOWING AND GROUNDS MAINTENANCE SERVICES  
FOR THE TOWN OF TYRONE, GEORGIA  
PW-2025-08

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.

**EXHIBIT 'A'**

**Part 1 of 2**

**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 RIGHT OF WAY MOWING AND RELATED GROUND MAINTENANCE SERVICES**  
**MOWING ACTIVITY CHART**

<b>ACTIVITY</b>	<b>ROAD</b>	<b>Mile/Acre</b>	<b>FREQUENCY</b>	<b>R-O-W Width</b>
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 Handley Rd to Millbrook Village	0.47 Miles	Bi-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 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	Bi-Weekly	50 Feet
Right-of-way	Powers Way	0.04 miles	Monthly	60 Feet
Right-of-way	Spencer Lane	0.58 miles	Bi-Weekly	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	Tyrone Road to Riverdance Way Multi-Use Path	0.17 miles	Bi-Weekly	20 Feet
Right-of-way	Dogwood Trail from Farr Road to Senoia Road	1.11 miles	Bi-Weekly	60 Feet
Right-of-way	Dogwood Trail from Senoia Road to Kenmare Road	0.80 miles	Monthly	60 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	Dogwood Trail at Rockington Drive	0.15 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

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

<b>ACTIVITY</b>	<b>ROAD</b>	<b>Mile/Acre</b>	<b>FREQUENCY</b>	<b>R-O-W Width</b>
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	Bi-Weekly	60 Feet
Right-of-way	Devonshire Place Culvert	0.05 acres	Monthly	50 Feet
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	DDA Lot 943 Senoia Rd	0.3 acres	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	Museum 881 Senoia Rd	0.6 acres	Weekly	N/A
Public Greenspace	Old 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	Town Hall 950 Senoia Rd	1.75 Acres	Weekly	N/A
Public Greenspace	Town Vacant Lot 969 Senoia Road	1.85 Acres	Weekly	N/A

**Map of Work Areas (Mowing Map)**

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

Zoom into pdf for more detail

## **APPENDIX B**

### **Contract Document(s)**

B1

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 rights-of-way and 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 Right-of-Way Mowing and Grounds Maintenance Services, PW-2025-08 dated March 18, 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 Right-of-Way Mowing and Grounds Maintenance Services PW-2025-08:
  - None \_\_\_\_\_

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 poser 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 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:\_\_\_\_\_





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 15, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to award the 2025 Fertilization and Weed Control project, number PW-2025-09, to TruGreen Limited Partnership for the amount of \$10,360.

#### BACKGROUND:

The existing 2020 Fertilization and Weed Control contract ends June 30, 2025. Request for Proposals were received on May 5, 2025. The requested services were for fertilization and weed control at Handley Park, Dorothea Redwine Park, Shamrock Park, Museum, Library, Veterans Park, and the Town Hall . Only one proposal was submitted. Staff evaluated the proposal and determined the proposal was responsive, fair, and reasonable. The proposal was for the amount of \$10,360.

#### FUNDING:

General Funds - 100-40-52.2203 and 100-60-52.2203

#### STAFF RECOMMENDATION:

Staff requests Council to authorize the Mayor to execute and award the contract for Fertilization and Weed Control project, number PW-2025-09, to TruGreen Limited Partnership for the amount of \$10,360.

#### ATTACHMENTS:

RFP as advertised, Addendum 1, Lump Sum Bid Form, and Schedule of Values

#### PREVIOUS DISCUSSIONS:

Council Planning Workshop in 2025

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) 36-3734669  
Company TruGreen Limited Partnership  
Address 1790 Kirby Parkway, Ste. 300  
City/State/ZIP CODE Memphis, Tennessee 38138  
Phone (404) 790-5543 FAX N/A Email JasonRoberts@trugreenmail.com  
Authorized Signature [Signature]  
Typed/Printed Name & Title J.R. ROBERTS

ACKNOWLEDGE AGENDA (Initial each received):  
Addendum #1 4R, 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: TEN THOUSAND, THREE HUNDRED SIXTY DOLLARS (in words)  
\$ 10,360.00 (In Numbers) which amount is hereinafter called the "Lump Sum Bid."

Signed, sealed, and dated this 30 day of April, 2025  
Legal Name of Company: TruGreen Limited Partnership  
Authorized Signature: [Signature]  
Printed Name: Jason R. Roberts  
Title: Senior Business Development Rep

(THE TOWN OF TYRONE RESERVES THE RIGHT TO ADD/MODIFY/DELETE WORK; SI



- 3) City of Atlanta Parks  
Adrienne Wright, contact  
160 Trinity Ave SW  
Atlanta, Georgia 30303  
404.557.1024  
[awright@AtlantaGa.Gov](mailto:awright@AtlantaGa.Gov)

#### Town of Tyrone Turf Program

Per the scope of work defined in the RFP, each site will receive the following 5 applications. The exact timing can be affected by climate and weather conditions.

- 1) Liquid pre-emergent/post-emergent weed control – performed February/March timeframe to prevent germination of summer weeds
- 2) Liquid pre-emergent/post-emergent weed control – performed March/April timeframe to prevent germination of summer weeds. Depending on soil temperatures, liquid fertilizer may also be included in the spray mix.
- 3) Fertilizer & Weed Control – performed April/May timeframe. This may be a liquid fertilizer, or a granular one depending on soil temperatures.
- 4) Fertilizer & Weed Control – performed May/June timeframe. Granular fertilizer is applied. Weed control is applied on an as-needed basis.
- 5) Fertilizer & Weed Control – performed June/July timeframe. Granular fertilizer is applied. Weed control is applied on an as-needed basis.
- 6) Fertilizer & Weed Control – performed July/August timeframe. Granular fertilizer is applied. Weed control is applied on an as-needed basis.
- 7) Liquid pre-emergent/post-emergent weed control – performed September/October timeframe to prevent germination of winter weeds. This is the Specticle application to prevent poa annua in the early months of the year.
- 8) Post-emergent weed control & potash winterization – performed November timeframe to help turf overwinter stronger.

Additional services may be added at any time by request. No subcontractors will be used to complete any portion of this work.

EXHIBIT A

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

Location	Area <sup>1</sup> (Ac)	Annual Cost
Handley Park	5.0	3,955.00
Dorthea Redwine Park	1.8	1,435.00
Shamrock Park	2.8	2,233.00
Museum 881 Senoia Rd	0.13	350.00
Tyrone Library 143 Commerce Dr	0.26	455.00
Veterans Park	1.5	700.00
Town Hall 950 Senoia Rd	0.97	1,232.00

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

Total Annual Cost \$10,360.00

## 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**



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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](mailto: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 Mail Services: Town of Tyrone  
Attn: Curtis Carson Attn: Curtis Carson  
950 Senoia Road 950 Senoia Road  
Tyrone, GA 30290 Tyrone, GA 30290

Approved By:  Date: 4/2/25  
(Town Manager)

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

## 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:
- a. Submit REQUIRED Schedule of Values form.
  - b. Submit REQUIRED Lump Sum Bid form.
  - c. Submit REQUIRED Certificate of Insurance ACORD 25 form.
  - d. Submit REQUIRED Georgia Security and Immigrations Act of 2006 form.
  - e. 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 <sup>1</sup> (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

PerfB1

NOW, THEREFORE, if the PRINCIPAL shall well, truly andfaithfully 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 referringto 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)	_____ Principal
_____ (Witness as toPrincipal)	By: _____
_____ (Address)	_____ (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

PmtB1

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.

EXHIBIT 'A'

Part 1 of 2

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	Area <sup>1</sup> (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: \_\_\_\_\_

**ADDENDUM NUMBER 1**  
**TOWN OF TYRONE FERTILIZATION AND WEED CONTROL**  
**SERVICES**  
**PROJECT NUMBER PW-2025-09**  
**04/07/2025**

The following changes, modifications, and/or clarifications to the Request for Proposal documents are a part, thereof, and change the original documents only in the manner and to the extent stated.

1. Bidders are reminded to comply with all the requirements for bidding as enumerated in the Request for Proposals, INCLUDING ACKNOWLEDGEMENT OF THE RECEIPT OF THIS ADDENDUM ON THE BID FORM.
2. Reference is made to miscellaneous questions submitted:
  - a. The question was: Will you provide the current contract company's name?  
The answer is: The Firm that was originally selected is still the current Firm under contract extensions, and the Firm is TruGreen.
  - b. The question was: Will you provide the current contract company's fee?  
The answer is: The current fee is \$10,360.00 per year.
  - c. The question was: Will you provide the bid tab for the 2021 Fertilization and Weed Control RFP? The answer is: Since this was an RFP based on qualifications, the fee was just one of five criteria that were evaluated; therefore, a bid tab was not formulated as it would be on project based on just the fee.

**END OF ADDENDUM NO. 1**