

This Agreement made and entered into this 12 Day of December, Two Thousand and Twenty-Two,

BETWEEN

The Owner: **City of Commerce**  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30527

And the Contractor: **CGS LLC**  
6040 Dawson Blvd Ste K  
Norcross, GA 30093

**PROJECT: WILLOUGHBY PARK RESTROOM RENOVATIONS**

**WITNESSETH:** That said Contractor has agreed, and by these presents does agree, with the said City, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the City of Commerce Request for Proposal 23-003 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans or Technical Specifications and listed in the conditions, provisions and specification to wit:

**ARTICLE 1**

**The Contract Documents**

The Contract Documents consist of this Agreement, the City of Commerce Request for Proposal (RFP) 23-003, the supporting documents and locations of current sites, the Contractor's Response to RFP 23-003, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**

**The Work**

The Contractor shall perform all work required by the Contract Documents for:

**PROJECT: WILLOUGHBY PARK RESTROOM RENOVATIONS**

All Work performed under this contract is subject to inspection by the City Building Inspector or his designee, the Recreation Department of the City of Commerce, and other representative of the City of Commerce on this project. It shall be the Contractor's responsibility to coordinate with the City of Commerce Building Inspector or his designee and obtain required permits and notify them

when in section is needed. All Work shall meet or exceed all Federal, State, and local regulations and requirements of the City RFP 23-003.

### ARTICLE 3

#### **Georgia Illegal Immigration Reform and Enforcement Act of 2011**

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-1091(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFP 23-003 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

### ARTICLE 4

#### **Time of Commencement and Completion**

The Work to be performed under this Contract shall be commenced on the executions of this document, and shall continue until Contract termination, unless authorized in writing by the City.

### ARTICLE 5

#### **Contract Price**

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the Contractors response to the Request for Proposal 23-003 in the amount of \$58,440.00.

### ARTICLE 6

#### **Payment**

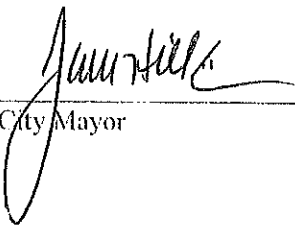
Payment for the Work as described in Article 5 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of

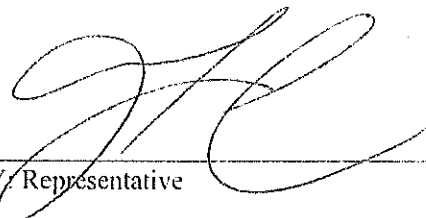
the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may request a draw against completed work once every thirty (30) days if the contract is for a period of more than thirty (30) days. The Contractor shall complete and submit an invoice to the Purchasing Agent at P.O. Box 348 Commerce, GA 30529. The Purchasing Agent will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Request for Proposal, all addenda, and all change orders have been completed and that the work has been properly inspected.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:  
City of Commerce

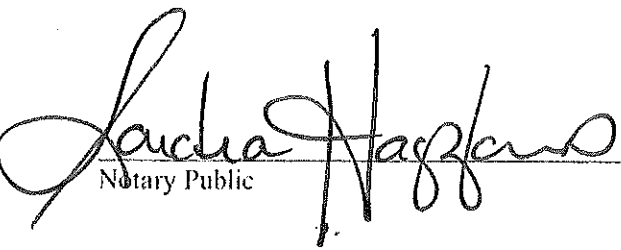
CONTRACTOR:  
CGS LLC

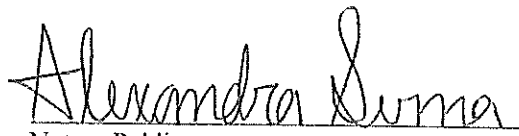
  
\_\_\_\_\_  
BY: City Mayor

  
\_\_\_\_\_  
BY: Representative  
*Joaquin D. Contreras*

ATTEST:

ATTEST:

  
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Notary Public

  
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Notary Public

