



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND
LEP Contracting, LLC
(CONTRACTOR)

CONTRACTOR: **LEP Contracting, LLC**

PROJECT: Provide landscape maintenance at Augusta Highland Ave Water Treatment Plant
and The North Max Hicks Water Treatment Plant Facility

DATE EXECUTED:

DATE COMPLETED:



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Landscape Maintenance at Augusta's Highland Ave
Water Treatment Plant and The North Max Hicks Water
Treatment Plant Facility**

Augusta, Georgia

The Honorable Garnett L. Johnson., Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith Mcknight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

LEP Contracting, LLC
(CONTRACTOR)

This Agreement is made and entered into this _____ day of April, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and CONTRACTOR a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Landscape maintenance at Augusta Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility and,

WHEREAS, the CONTRACTOR has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONTRACTOR that:

The CONTRACTOR scope of work will consist of evaluating and repairing hydrants and valves as assigned by AUD team. The scope will also include allowing AUD staff to shadow CONTRACTOR so as to establish a policy and procedure for this program for future in-house use.

The scope of services is more precisely defined in Attachment A Scope of Services.



GENERAL PROVISIONS

CONTRACTOR has agreed, in this Agreement with CITY to provide the on-call services of providing landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility in accordance with the requirements as outlined in and attached as Attachment A - Scope of Services and other relevant data defining the Project.

CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with all municipalities, local government officials, utility companies, and other CONTRACTORS as directed by the CITY. CITY, CONTRACTOR and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or CONTRACTORS practicing under similar conditions. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONTRACTOR and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONTRACTOR.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONTRACTOR, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.



TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONTRACTOR on behalf of the CITY under this Agreement. However, CONTRACTOR will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONTRACTOR'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

BINDINGS

It is further agreed that the CITY and CONTRACTOR each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONTRACTOR shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONTRACTOR executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONTRACTOR under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONTRACTOR - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONTRACTOR signed by CITY and accepted by CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONTRACTOR. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONTRACTOR under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders
4. Bid Package Documents



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONTRACTOR and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONTRACTOR of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONTRACTOR under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONTRACTOR'S Key Personnel without the prior written approval of the CITY or his designee.

The CONTRACTOR shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONTRACTOR shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONTRACTOR and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONTRACTOR shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONTRACTOR shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONTRACTOR of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONTRACTOR agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONTRACTOR pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONTRACTOR without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the CITY or by the CONTRACTOR with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONTRACTOR acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONTRACTOR shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONTRACTOR with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONTRACTOR, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, CONTRACTOR will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONTRACTOR under this Agreement shall become the property of the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONTRACTOR.

9.1 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONTRACTOR is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONTRACTOR. The CONTRACTOR shall be paid for any validated services under this Contract up to the time of termination.

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONTRACTORS

CONTRACTOR shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other CONTRACTORS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission,



percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONTRACTOR, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Indemnification:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless CITY, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR under this paragraph shall not extend to the liability of CITY's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications. CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONTRACTOR shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.



14. INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.



15.3 Employment of CITY's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONTRACTOR shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONTRACTOR shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONTRACTOR may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR



hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONTRACTOR against all claims arising out of such use of documents and materials without the CONTRACTOR's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the CITY.



25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street, Ste. 910
Augusta, GA 30901

CONTRACTOR:

ADMINISTRATION
NAME
ADDRESS
CITY, STATE, ZIP CODE

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. LOCAL SMALL BUSINESS:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

27. E-VERIFY:

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta,



Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

28. EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between AUGUSTA and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.

ACKNOWLEDGEMENTS

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Mayor Garnett Johnson
AS ITS: **MAYOR**

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

CONTRACTOR:

LEP Contracting, LLC

BY: _____

PRINTED NAME: _____
AS ITS: _____

ATTEST:

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901



CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements and shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

1. Contractor shall furnish all materials, equipment, machinery, transportation and other implements and materials necessary to execute this Contract. Equipment that damages turf or sidewalks shall not be allowed. The Contractor shall be responsible for all equipment maintenance, repair and expendables including but not limited to fuel, oil, and tires. No City equipment will be loaned or otherwise leased or rented to the Contractor. A sufficient supply of back up equipment must be kept on hand to ensure timely and continuous fulfillment of this Contract. No relief in responsibility for work performance will be granted in the event of broken down equipment. Landscape services shall be provided as outlined in Landscape Services Required Schedule.
2. Contractor shall emphasize and enforce common safety standards for mowing, applying chemicals and using ground maintenance equipment. Employees should wear necessary safety equipment at all times and use extreme care when applying chemicals. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
3. Contractor shall provide sufficient onsite supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervision" will be a person designated to be at the work site, and act as the selected Contractor's point of contact for Augusta Utilities Department.
4. The Contractor shall be responsible for all damages or personal injury resulting from its operations. This includes, but is not limited to, damage to plants, and turf as well as buildings and structures. Damages and any personal injury will be reported immediately to Augusta Utilities Department.
5. Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, Augusta Utilities Department shall have the right to declare the Contractor nonperforming and shall have the right to terminate the contract without penalty.
6. The Contractor shall provide a detailed monthly maintenance schedule which should include, but not be limited to, pruning schedule, fertilizer and weed control products to be used (sample attached).
7. All Landscape work shall be performed during standard operating hours Monday through Friday of each week according to the agreed upon Landscape Services Required Schedule.
8. Contractor's vehicles will be properly identified and maintained in a neat and professional manner.

PROJECT UNDERSTANDING

Upon request from the CONTRACTOR, CITY may provide all criteria and full information as to CITY's and CONTRACTOR'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONTRACTOR may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONTRACTOR'S services.



REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONTRACTOR to submit progress reports and/or plans shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONTRACTOR.

CONTRACTOR'S INSURANCE

CONTRACTOR will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONTRACTOR all data in CITY's possession relating to CONTRACTOR's services on the PROJECT. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONTRACTOR shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONTRACTOR, the CITY will provide the necessary documents identifying the CONTRACTOR as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONTRACTOR's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other CONTRACTORS as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's Services, or of any defect in the work of CONTRACTOR or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.



ATTACHMENT A - SCOPE OF SERVICES

GENERAL

The purpose of this bid item is for Augusta Utilities Department (AUD) to secure a contractor to provide landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility.

LAWNS

Lawns shall be mowed Bi-weekly during the months of March through November. They will be Vacuumed Bi-Weekly during the months of December through February; aerate and overseed during the month of November. Prior to mowing, trash, paper and other debris will be removed. Raking of the lawns is to be done after each mowing, or as needed, and where needed to present a neat appearance, and to prevent the buildup of thatch. At no time shall more than 1/3 of the leaf blade be removed during mowing.

EDGING

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by Augusta Utilities. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. Chemicals are not to be used to edge grass. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February. Landscapers utilizing edgers must not cause any damage to vehicles or other objects or property.

CLEANING/TRASH

Grass clippings and all other debris resulting from the services provided by the Contractor will be removed from lawns, sidewalks, parking lots, and streets immediately upon completion of work or as deemed necessary by Augusta Utilities. The Contractor shall pick up and dispose of all clippings and litter per visit and dispose of in the proper area on-site.

CHEMICAL PROGRAM

The Contractor shall furnish one (1) fertilizer application to trees and shrub beds during the month of March and September each year which equals 2 per year. The cost of the fertilizer and labor is included in the agreement. The Contractor agrees to provide, in the cost of this agreement, Herbicide (1) once a quarter to all flower and mulch areas and all pre or post emergent herbicides necessary to enhance all lawns and bed areas. The Contractor shall also, to prevent injury to landscape plants, turf plants and turf and for treatment of problems such as insect infestations and disease, include pesticide applications on an "as needed" basis. Documentation provided to Augusta Utilities shall be required and must be approved for application of any and all chemicals, specifying the date of application, type of chemical and application rate.

PRUNING

Plants shall be shaped to enhance and preserve their natural appearance. Shearing is not acceptable. Major pruning is to be accomplished in the months of December through February.



Light pruning is to be done, as required, in order to maintain proper growth during the months of March through November. The Contractor agrees to prune winter kill branches from shrubs and ground cover as soon as it is evident the plant will not recover. Augusta Solid Waste anticipates all dead wood pruning to be completed no later than May 15th of each year.

MULCH/PINE STRAW

Pine straw shall be provided by the Contractor two (2) times a year. A minimum of three (3) inches of mulch shall be maintained at all times. Mulch shall be clean and free of excess branches, litter, and weeds.

INSPECTION

It is understood within this agreement that any problems such as disease, insect infestations, or unusual weather conditions, etc. shall be discussed with Augusta Utilities. A landscape maintenance foreman shall check with management each day while providing services included in this agreement. This will enable the foreman to discuss work orders and any other concerns either party might have. Periodic inspections will be scheduled with the foreman as deemed necessary by Augusta Utilities Department.

IRRIGATION SYSTEM

Contractor is to coordinate irrigation schedule with Augusta Utilities on a regular basis, taking into consideration seasonal demands, watering restrictions and off season deactivation. Contractor shall winterize (de-activate) irrigation system prior to the average first frost date in the Fall of the year. Contractor shall energize the irrigation system after the average last frost date in the Spring of the year. Contractor is to advise Management of any and all leaks, cracks, damage to controllers and or heads and any other impairment to the system as soon as the problem is discovered and isolate those failures by turning off that zone of the system. At that point, Contractor will provide a quote for repair of the failure BEFORE repairing. These quotes will be presented to Augusta Utilities. Any repairs caused by contractor's neglect to be remedied at no cost to Augusta Utilities.

SPECIAL PROVISIONS

1. Fire ants in lawn and shrub bed areas shall be treated as they appear. (with chemicals approved By Augusta Utilities)
2. Vegetation growing in asphalt or concrete cracks shall be treated as it appears.
3. All workers must be dressed appropriately to include wearing of shirts and shoes while on the premises.

GENERAL INSTRUCTIONS

1. Mowing, trimming, edging - should be done as outlined above or when deemed necessary by Augusta Utilities.
2. Trash - per visit.
3. De-thatching - when thatch exceeds 1/2" - 3/4" in depth in warm season grasses.
4. Fertilization - year round.
5. Lime - only as needed.
6. Weeding - year round.
7. Aeration/Over seeding - early Spring/late Summer as conditions warrant.
8. Pine straw - twice per year.



9. All clippings, pruned branches, and sucker growth on trees shall be disposed of in the proper area on-site.

LICENSE AND PERMITS

Vendor is required to have and maintain a valid Commercial Pesticide Applicator's License, as well as a valid Commercial Pesticide Business License; both of which must remain valid throughout the duration of this contract.

Contract Period

SEASONAL LANDSCAPE REQUIREMENTS

JANUARY

- Complete Winter pruning - evergreen and deciduous plants - (non flowering and summer flowering trees and shrubs).
- Leaf removal - leaves shall be blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- Lawns mowed, trimming and edging completed as needed.

FEBRUARY

- Complete Winter pruning as needed.
- Weed control with pre-emergent for turf and shrub beds.
- Weed control with pre-emergent for Bermuda; fertilize shrub beds with (5-10-20).
- Weed control with pre-emergent for Fescue; fertilize shrub beds with (25-2-5).
- Lawns mowed, trimming and edging completed as needed.

MARCH

- Fertilize shrubs and trees with balanced slow release fertilizer with iron (8-10-10).
- Weed control with pre-emergent for turf and shrub beds.
- Prune flowering trees.
- Irrigation - check controller and all heads for any leaks, cracks, or other winter damages.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

APRIL

- Fertilize Fescue (19-3-7) 50% SCH w/pre-m.
- Fungicide ornamentals and turf at first indication of disease.
- Weed control with pre-emergent in shrubs and turf.
- Fertilize shrubs and trees (8-10-10) - balanced slow release fertilizer.
- Weed control with pre-emergent in shrubs and on Bermuda with (25-2-5) 30% SCU w/pre-m.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

MAY

- Fertilize Bermuda w/balanced slow release fertilizer (25-5-9) 5 lbs. /1000 (in May or June).
- Prune winter die back on all plants.
- Weed control in shrub beds and turf with post emergent.
- Prune and shape spring shrubs and trees.
- Fertilize shrubs and trees (12-8-8) - balanced slow release fertilizer.



- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

JUNE

- Shape pruning of shrubs and trees.
- Weed control in shrub beds w/post-emergent.
- Fertilize Fescue with (5-10-31)
- Sod replacement.
- Water (turf, shrubs and trees).
- Sucker growth removed on all trees.
- Fertilize Bermuda with (32-5-7) 50% SCU.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

JULY

- Insect control (only those insects that damage plant material)
- Water (turf, shrubs, and trees).
- Weed control (post emergent) in shrub beds and turf.
- Shape pruning of shrubs and trees.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

AUGUST

- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

SEPTEMBER

- Weed control in shrub beds and turf with post-emergent.
- Fertilize groundcovers, shrubs, trees (8-10-10) balanced fertilizer.
- Aerate and over seed Fescue fertilize with (18-24-12) 25% SCU, and lime as needed, (in September or October).
- Shape pruning of shrubs and trees.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

OCTOBER

- Lime turf grass as needed.
- Fescue mowing
- Leaf removal-leaves shall be blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- Shape pruning of shrubs and trees.
- Fertilize shrubs and trees with (8-10-10) balanced fertilizer.
- Fertilize Bermuda (5-10-20) w/pre-m.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.



NOVEMBER

- Fescue mowing.
- Leaf blowing and removal-blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- Pine straw - only after complete leaf removal (may run into December if leaves still on trees).
- Fall planting of upgrades.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

DECEMBER

- Complete leaf removal - blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- Fertilize fescue with (32-3-8).
- Lime Bermuda (as needed).
- Lawns mowed, trimming and edging completed as needed.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONTRACTOR for services, which have been authorized by the CITY under the terms of this Agreement.

The CONTRACTOR may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONTRACTOR shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONTRACTOR shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONTRACTOR, but the premium time portion of the overtime will not be billed to the CITY unless the CONTRACTOR has requested acceleration of the scheduled work in writing.

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.



Pricing

Landscaping Services: Initial Contract to expire 5/1/25

Highland Plant

- Area 1 265 Monthly
- Area 2 328 Monthly
- Area 3 435 Monthly
- Area 4 422 Monthly
- Area 5 375 Monthly

Highland Plant 1825 Total Monthly Fee

Hicks Plant

- Area 1 515 Monthly
- Area 2 765 Monthly
- Area 3 203 Monthly
- Area 4 415 Monthly

Hicks Plant 1898 Total Monthly Fee

Name (printed): _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Date: _____



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONTRACTOR shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The work sequence and work schedule will be in accordance with specifications as defined in Attachment A.



CONTRACTOR SERVICES

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: Wes Byne

TITLE: DIRECTOR

DATE: _____

CONTRACTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONTRACTOR (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONTRACTOR. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Other not described above, as approved by the CITY.