



LAWRENCEVILLE

GEORGIA

August 2, 2023

REQUEST FOR PROPOSAL RP003-24

The City of Lawrenceville is soliciting competitive sealed proposals from qualified contractors for the **Provision of Landscape and Maintenance Services on an Annual Contract** with four (4) renewal options.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 3:00 P.M. local time on **Monday, September 4, 2023** at the Lawrenceville City Hall – Finance Office, Main Level, Room M46A - 70 S. Clayton Street, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. Proposals are legal and binding upon the bidder when submitted. **One (1) unbound original, four (4) bound copies, and one (1) PDF Electronic Copy without FEE SCHEDULE should be submitted.**

The FEE SCHEDULE should be in a separate sealed envelope.

A **pre-proposal conference** is scheduled for **10:00 a.m. on Thursday, August 17, 2023** at Lawrenceville City Hall located at 70 S. Clayton Street, 4th floor, City Council Chambers, Lawrenceville GA 30046. All contractors are urged to attend.

Questions regarding proposals should be directed to Steve Murray, Purchasing Director, at steve.murray@lawrencevillega.org or by calling 678-407-6420, no later than 3:00 P.M. on **August 23, 2023**.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

The written proposal documents supersede any verbal or written prior communications between the parties.

Evaluation criteria is outlined in the request for proposal documents. The City of Lawrenceville reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be sent to companies submitting a proposal via email.

We look forward to your proposal and appreciate your interest in the City of Lawrenceville.

Steve Murray, CPPB
Purchasing Director

Proposal Content

The proposal shall be responsive to the specific range of issues described in this Request for Proposal. Contractors are asked to read the document carefully to ensure that they address the specific requirements of this request and submit all requested information. Fee Schedule shall be submitted in a **separate** sealed envelope. Only one (1) Cost Proposal Schedule is required. The proposing firm's history and experience relevant to City of Lawrenceville needs should be discussed, including a description of the firm's direct experience with similar types of projects and efforts.

Evaluation Procedures

The Proposal Evaluation Team will be comprised of four (4) evaluators. During the first phase of the evaluation, the Evaluation Team will have access to all proposal materials except the **separately sealed Pricing**. Proposals will initially be scored based on the technical criteria. Pricing will then be opened and points assigned by a mathematical formula. The evaluation team may short list the highest scoring firms. The number of respondents short listed will be at the discretion of the evaluation team. The evaluation team may invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the service provider with no obligation to the City. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation team. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The City reserves the right to negotiate price and scope of work with the service provider scoring highest in an attempt to reach agreement. If negotiations with the highest scoring service provider are unsuccessful, the City may then negotiate with the second highest scoring service provider and so on until a satisfactory agreement has been reached.

Categories

The prospective contractor's proposal shall be responsive to the specific range of information, subjects, and work items described in this Request for Proposal. Contractors are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this request and submit requested information. Proposing contractors will be evaluated and scored based on the information provided in their proposals as it relates to this request. The contractor's proposal shall be organized in the order and format described below. Each proposal shall include the following information.

Background and Experience of the Company

Provide a narrative description of the company's history, purpose, range of services, resources, financial stability, and past and current business activities. In the latter area, describe in detail the company's experience in the landscaping field and in particular in ongoing landscape, and grounds maintenance. Indicate the numbers, types, and sizes (an average) of the facilities previously and presently serviced; and indicate the scope of services provided by the company and the value of grounds maintenance contracts for this year (2023) and the past three years (2020– 2022). Also describe any special capabilities of the company, such as resources, programs and practices that set it apart from other firms. This part of the proposal should be concise and not be overly long.

References

Provide five (5) references for landscape/grounds maintenance contracts presently underway or for services completed within the past three (3) years. References must be for services on individual facilities of not less than five (5) acres of grounds area and whenever possible should show the company's ability to service campus settings or multiple properties similar to the number and area included in the scope of this Request for Proposals. References must indicate the client,

the facility or facilities included in the contract, the size(s) of the site or sites maintained, the full range of services provided, the contract time frame. Each reference shall include a contact person who has direct knowledge of the services, and a current phone number and e-mail address for the contact. This latter information is critical. The City’s inability to contact references may result in a reduction in points for this category.

Service Delivery/Staffing, Training and Supervision/Equipment

Without simply reiterating the Scope of Services within the Request for Proposal, provide a description of the firm’s proposed services that shows an understanding of the scope requested by the City and indicates the firm’s ability to efficiently and comprehensively schedule the services and allocate its resources. Describe the number of staff to be utilized and the basic allocation of vehicles and major equipment. Also describe any special processes, treatments, materials/supplies, and/or personnel skill-sets that will be included in the service delivery program. And, in particular, indicate how the firm will provide supervision and insure quality control.

Although the basic services do not include any landscaping, irrigation and planting activities, the contract scope/pricing does provide for these enhancements as additional services. So it is important to the City that the contractor have the capability to design and install landscape modifications and enhancements. The proposing firm should describe its experience and capabilities in this area and how it would approach such design/installation requests and integrate these activities into its maintenance philosophy and processes.

Provide a listing of the manager(s) and supervisors that will work on these proposed services and include copies of their resumes. Provide information on how employees are hired and trained and describe the company’s processes for maintenance of security and promotion of safety.

Service Programs/Initiatives Supporting Environmental Sustainability and Protection

The City does not specify that these requested services conform to any set standard of practices that promote environmental sustainability. Nevertheless, the Mayor and Council are committed to advancing such practices in the City’s operations. Thus, the proposing firms should indicate as a part of their proposals what maintenance practices they intend to implement that support environmental sustainability objectives. These practices and actions can be in any or all of the following areas: use of alternative fuel/low emission vehicles and equipment, integrated pest management, use of organic fertilizers and fertilizers with low impact on surface and ground water, guidance toward drought tolerant landscaping, and guidance toward resumption of limited and centrally controlled irrigation.

Evaluation Criteria

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria’s values weighted as shown below:

<u>Criteria</u>	<u>Maximum points</u>
1. Background and Experience of Company	25
2. References – Comparability and Quality	20
3. Service Delivery/Staffing, Training, and Supervision/Equipment	25
4. Service Programs/Initiatives Supporting Environmental Sustainability and Protection	10
5. Cost Proposal	<u>20</u>
	Total 100

6. Optional Interview

20

The City of Lawrenceville reserves the right to seek clarification on missing or ambiguous materials. Submitted proposals that fail to provide the requested documents/forms in this RFP may be deemed non-responsive.

At the discretion of the Proposal Evaluation Team, interviews may be conducted during the last phase of the evaluation process. The dates and nature of the interview requirements will be communicated to the invited proposers. Interviews will require the active participation of the proposed project manager. All costs associated with the presentation/interview are the responsibility of the respondent.

PROVISION OF LANDSCAPE AND MAINTENANCE SERVICES ON AN ANNUAL CONTRACT

I. INTRODUCTION

The City of Lawrenceville is soliciting from qualified contractors proposals for either Comprehensive or Partial Landscaping Maintenance Services on the sites of 29 locations. The requested services vary depending on the location and may include any or all of the specific services and/or work items described below in Section II, Scope of Services.

Landscaping Enhancements also may be requested by the City and will be furnished by the Contractor on a time and material basis as authorized by the City.

Certain designated treatments and services are included in the Scope of Services as Optional Services that will be furnished and implemented by the Contractor at set unit costs when requested and authorized by the City.

The City reserves the right to add facilities during the contract period at mutually agreeable and comparable rates, and to delete facilities as needed.

The facilities included in the Scope of Services are listed and described in Section III. Proposal Submission Requirements are detailed in sections entitled Proposal Submission Instructions and Categories. The format of the Contractor's Cost Proposal is included as Section VIII.

II. SCOPE OF SERVICES

The lawns covered under this contract are a variety of sizes and types, and the proposing firms shall be responsible for viewing them to determine the requirements for maintaining each. Most of the lawns are either Bermuda or Fescue, but some do not have clearly defined turf, and in other areas Zoysia is planted. Many of the facilities have zoned sprinkler systems for lawn/turf irrigation

A. Lawn Mowing/Trimming/Edging

During the growing season, the Contractor shall mow lawns and turf areas every seven (7) days, or as weather conditions dictate. Prior to each mowing, trash, sticks, and other unwanted debris shall be removed from the lawn, adjacent plant beds, walkways, and curbs. Mowing shall be done with bagging or mulching equipment to prevent side discharges that may injure pedestrians or damage property, and to ensure a clean and neat appearance upon completion. Mowers utilized shall be kept well maintained, and mower blades shall be kept sharp so as to not damage the grass. Also, during drier periods, the height of the cut shall be raised so as to prevent damage to the grass. Mowing patterns shall be alternated on a regular basis to prevent the formation of ruts from the mower wheels.

With each mowing operation, the Contractor also shall provide trimming and edging services with powered or manual equipment as needed. All lawn areas shall be trimmed around lawn furniture, signs, trees, shrubs, planting beds, walkways, curbs, concrete pads, and other obstacles. The Contractor also shall remove resultant clippings, as well as excess grass

clippings and other debris from walkways, curbs, and planting beds. With every other mowing operation, the Contractor shall mechanically edge bed lines, walkways, curbs and other paved areas. The Contractor also shall remove debris from said edging, and sweep or blow landscaped surfaces clean. In October and November, Contractor with each mowing will mulch and remove leaves from lawn and turf areas. Under no circumstances shall grass clippings, leaves, or other debris be blown or swept into the streets or rights of way.

Warm Season Grasses: Lawns with warm season grasses will be scalped to a height of approximately 1.5 inches in early March prior to the growing season. During the growing season, lawn areas with warm-season grasses will be maintained at a height of 2 to 2.5 inches. As noted earlier, exceptions may be made to this requirement during particularly dry periods. When warm-season grasses are fully dormant, no mowing and associated trimming and edging will be required.

Cool Season Grasses: During the mowing season, lawns with cool season grasses typically will be maintained at a height of from 3 to 4.5 inches. The Contractor may use its professional judgment to insure that grass blades are adequate in length to shade the root system. And as noted earlier, exceptions may be made to this requirement during particularly dry periods. Outside of the prime mowing season for these grasses, Contractor shall monitor lawns to determine if any mowing and associated trimming is necessary. If such services are required, Contractor shall mow and trim lawns to maintain a neat appearance.

B. Fertilization and Weed Control

The City recognizes that every lawn has different characteristics, and that to be effective the selected Contractor may have to customize its treatment of the various lawns. Thus, the City does not attempt to specify the nature and intensity of all chemicals, fertilizers, or other products to be used. Nevertheless, the City does require that at a minimum, the Contractor provide the following number and types of applications at each facility where these services are requested. These applications will be considered basic services and should be included in the Contractor's fee.

Warm Season Grasses:

Early Spring Application: Apply pre-emergent herbicide for crabgrass control and post-emergent herbicide for control of broadleaf and grass weeds.

Late Spring Application: Apply pre-emergent herbicide for crabgrass control and post-emergent herbicide for control of broadleaf and grass weeds. Apply blended fertilizers at a heavy rate for green-up and winter season recovery.

Early Summer Application: Apply pre-emergent herbicide (booster) if needed for continued crabgrass control. Apply post-emergent herbicide selectively for control of broadleaf and grass weeds. Apply balanced dry fertilizer to hold peak color.

Late Summer Application: Apply post-emergent herbicide (if necessary) for control of summer broadleaf and grass weeds. Apply slow-release fertilizer to maintain color in peak growing season.

Fall Application (October): Apply custom blended fertilization to encourage and enhance root growth as grass goes dormant. Apply pre-emergent herbicide to prevent winter annuals such as poa annua, henbit, and chickweed that commonly invade dormant turf.

Cool Season Grasses:

Early Spring Application: Apply pre-emergent herbicide for crabgrass and broadleaf weed control. Apply balanced fertilizer to promote root development and color in the turf.

Late Spring Application: Apply pre-emergent herbicide to extend crabgrass and broadleaf weed control. Apply balanced fertilizer that prepares turf for summer weather.

Early Summer Application: Spot-treat turf with herbicides that control summer and annual weeds. Inspect turf for disease and turf-damaging insects and recommend needed treatments (provided on a unit-cost basis). Apply custom blend slow-release fertilization to enhance color in the non-peak growing season.

Early Fall Application: After fall overseeding, apply dry fertilizer at a heavy rate to promote full recovery and aid newly seeded turf in germination and root development during peak growing season.

Late Fall Application: Apply fertilization to maintain peak color and promote root growth over winter.

Because the results of a turf management program can be adversely affected by weather, the Contractor will provide service calls and diagnosis between applications at no additional charge to the City. If additional or specialized turf applications are needed because of insects and/or disease, the Contractor will recommend treatments and provide those at the unit prices outlined herein or as based upon written proposals provided by the City during the service period.

C. Over Seeding and Aeration

Aeration shall be done once per year to lawns with cool-season grasses covered by these services. Aeration of cool season grasses such as tall fescue shall be coordinated with overseeding, which shall be implemented in early fall prior to the "early fall application" of fertilizers. Aeration of fescue shall consist of removing soil plugs to a depth of 1 ½ to 2 inches uniformly over the entire lawn. Overseeding of fescue lawns shall be implemented with a turf-type fescue applied at a rate of 4 to 5 pounds per 1,000 sq. ft.

D. Maintenance of Flower Beds and Seasonal Color

- Annual color beds and containers shall be maintained to sustain attractive, healthy plants and uniform density with no bare spots. Beds shall be kept free of weeds, trash, and debris.
- At planting annual plants shall be 80% in bloom. Annuals and perennials shall be free of insects and disease; uniform in height and size; and have a fully developed root system
- Two plantings per year of appropriate seasonal plants which provide color and are suitable for the conditions of the planting location.
- Beds shall be properly prepared. Previously planted material removed, soil loosened to a depth of 8 inches, add organic matter to a depth of 1 inch, suitably fertilized and watered.
- Keep color beds free of weeds and debris on a weekly basis. Regularly monitor beds for disease and insect infestation and treat as required.
- Provide horticultural management to insure the seasonal color is maintained in a healthy, vigorous condition throughout its normal flowering period.
- Monitor mulch levels and add materials to maintain a fresh, manicured appearance. Remove weeds manually as needed. Remove spent blossoms on a weekly basis to maintain plants in most attractive forms.

E. Management of Ornamental Shrubs, Trees and Landscaped Beds

The City requests a program for the management and upkeep of the ornamental shrubs and trees in the various bed areas, median strips and islands at the designated facilities. This program will be a comprehensive maintenance effort intended to support the health and growth of the plant material; keep it free of damage by insects, fungi and disease; and shape and maintain it in a neat and aesthetically pleasing manner.

1. Weed Control

The Contractor shall weed beds containing ground cover, perennials, shrubs and trees on a regular basis throughout the growing season to maintain a neat appearance at all times. This weed control will be accomplished through mulching, hand weeding and application of pre-emergent and post-emergent herbicides as needed. The Contractor shall make one scheduled pre-emergent herbicide application in all bed areas in early spring. Beds with ground cover that may be damaged by pre-emergent applications shall be excluded from this scheduled application. Use of post-emergent herbicides will be at the Contractor's discretion and recommendation, but with the City's approval of the frequency and type of application.

2. Fertilization

Contractor shall fertilize shrubs and ground covers with a balanced fertilizer at a rate of 4 pounds per 100 square feet of bed area once in the spring. Contractor will fertilize all ornamental trees (under 12 feet in height) in beds or tree rings once per year with a balanced fertilizer at a rate of 1 pound per inch of trunk caliper.

3. Pruning

Contractor shall prune ornamental shrubs in accordance with proper horticultural practices and industry standards. Shrubs shall be pruned as necessary to remove dead branches, develop the natural form of the plants and create the effect desired by the City. Shrubs that require trimming and shearing to maintain a formal appearance will be trimmed and/or sheared three (3) times in growing season, or as recommended by Contractor. Flowering shrubs will be pruned after blooming. The Contractor will provide one severe pruning of shrubs late in the dormant season if required by proper horticultural practices. (The Contractor will not be responsible for rejuvenation pruning of overgrown shrubs, but it will trim such shrubs to prevent encroachment on walkways or parking areas.)

The Contractor shall edge and prune groundcovers to contain them within their borders. The Contractor also will cut back and prune perennials at appropriate times.

The Contractor shall prune all trees under 12 feet in height that are within beds or tree rings. A formal pruning including cuts to lateral branches and buds will be made once per year. During regular site visits, subsequent prunings will be made to eliminate suckers, water sprouts and low hanging branches. All tree pruning will be performed under the guidelines provided by the National Arborist Association for Class II, Standard Pruning.

Contractor shall clean up and dispose of all debris caused by any of the above described pruning activities. Unless directed differently by the City, the Contractor will complete these cleanup activities on the same day that the pruning is performed.

4. Insect, Fungus and Disease Control

The Contractor shall provide a program for control of insects, fungus and disease that may affect the shrubs and trees to be maintained under this section. This program shall apply to shrubs and trees under 25 ft. in height. The Contractor shall develop this program utilizing integrated pest arrangement practices with these six components: 1) emphasis on control not eradication, 2) preventive planting and maintenance practices, 3) regular observation and monitoring, 4) mechanical controls, 5) biological controls, and 6) responsible pesticide use. Although the Contractor may develop its own monitoring schedule, at a minimum, it should include inspections in early March, May, July, and October. The program will allow for utilization of pesticides and fungicides only as a last resort for control or to eradicate identified infestations. The Contractor will inform the City of any infestations detected and will provide a scope and cost proposal for the City's consideration. Upon the City's authorization, the Contractor will provide the proposed treatments. The times, dates and locations of all such pesticide applications must be provided to the City in advance. Such applications must be on weekends or off normal business hours, and the Contractor will provide all notices, barriers and traffic restrictions required to insure the safety of employees and the public.

5. Mulching

The Contractor shall be responsible for providing and installing pine straw mulch twice per year as required in all presently mulched beds at the designated facilities. Where applicable, prior to mulch installation, all bed lines and tree rings will be edged at a 90-degree angle to a depth of two inches. All lines will be smooth and continuous. The Contractor will install pine straw mulch to a uniform depth of three (3) inches in all plant beds and tree rings. The mulch will be pulled back from plant crowns and stems, all excessive sticks and pine cones will be removed from the mulch, and the edges will be neatly rolled and tucked. The Contractor will blow or sweep pine straw from walkways and other hard surfaces next to mulched areas, and will remove from the sites all debris and trash resulting from its mulching operations. In the period from November through January, or as the season dictates, Contractor will remove leaves from formally bedded areas. Excess pine straw, debris and leaves will be bagged and removed from service sites.

F. Removal of Trash and Debris From Parking Lots and Walkways

At the designated facilities, the Contractor shall provide a regularly scheduled clean-up of parking lots, driveways, sidewalks, walkways, plazas, porte-cocheres, and building entry ways. During mowing season, this clean-up may be performed in conjunction with mowing services. During the off-season period, these services will be provided on a weekly basis. These clean-ups will include the sweeping and or blowing of trash and debris from the hardscape surfaces described above and removal of trash and debris from the landscaped areas.

G. Optional Services

Aeration

Although aeration of cool season grasses is within basic services, aeration of other lawns will be as recommended by the Contractor to reduce soil compaction common in clay soils. Aeration will be implemented only when agreed to and authorized by the City. Aeration will be accomplished utilizing an open-tine coring type aerator with a 3/8 inch to 5/8 inch diameter core or five-point disc with four-inch penetrating spikes. Aeration spikes optimally should penetrate the soil to a minimum depth of 1 ½ inch depending on soil conditions. Pricing for aeration will be on a square-foot basis.

Lime Application

As a basic service, the Contractor will provide free soil analyses to determine if lime applications are necessary to reduce the acidity of soils in turf areas. Where turf areas are determined to have a pH of 6.0 or less the Contractor, at the City's directive, will apply lime. Lime applications typically will be at a rate of 25 pounds per 1000 square feet of turf. Pricing will be on a square foot basis.

Pesticide/Fungicide Applications

As a part of its basic services, the Contractor will have responsibility for inspecting turf areas for disease, fungus and insect infestations. Treatment to control disease, fungi, and insects in turf areas will be only upon the Contractor's recommendation and City's approval. The City requests that the Contractor endeavor to provide such treatments through integrated pest management practices, but recognizes that use of pesticides or fungicides may be necessary as

a last resort. Applications will be with materials and under schedules approved by the City. Pricing will be on a square foot basis.

Fertilizer/Herbicide Applications

In addition to the provision of each of the Fertilizer/Herbicide Applications as basic services, the City may choose to have the Contractor provide these same services selectively at locations not included in the basic services designations. Pricing for these applications will be on a square foot basis.

H. Enhancement Services

The City may request the Contractor to replace or add to the quantity of existing plant material; or to design, specify, purchase and install landscaping enhancements at various properties. These enhancements may include permanent installations and the installation and maintenance of seasonal color. Enhancements also may include labor and equipment for “bush hogging” lots, clearing and removing undergrowth, and removing ground cover and shrubs.

To initiate Enhancement Services, the City will solicit from the Contractor written proposals that describe the scope of services and detail projected costs with breakdowns for plant materials, equipment usage, labor hours/rates as provided in this proposal, and miscellaneous items. The City will provide written authorization to the Contractor to implement Enhancement Services work items. The Contractor should purchase no plant material until after a written authorization is received. The City reserves the right to purchase sod, shrubs, trees or other plant materials from other sources if it deems such is in the City’s best interest. In these instances, the Contractor is still required to install the material at the hourly rates in its proposal.

Compensation for Enhancement Services typically will be on a time and material basis, utilizing the hourly labor rates within this proposal and actual market costs of plant material, equipment and miscellaneous items. No mark-ups above these costs will be paid by the City. Invoicing will be under the terms and procedures described elsewhere in these procurement documents.

III. SERVICE LOCATIONS

A. Service Locations for Landscaping Maintenance

The following facilities will receive either comprehensive or partial Landscaping Maintenance Service. The proposing firms can determine the level of service from review of the Bid Schedule for each category of work.

LANDSCAPE MAINTENANCE SERVICE LOCATIONS

1.	City Hall - 70 South Clayton Street (area between Nash, S. Clayton, Church and the outer edge of the employee parking area.)
2.	Lawrenceville Public Works Facility – 435 W Pike Street (all areas inside the gate, detention ponds, and the areas in front of the building and parking area.)
3.	Boulder Creek Coffee – Lawrenceville Arts Center - Parking Deck Areas (area bounded by Pike, Chestnut, Crogan, and Clayton Streets)

4.	Historic Courthouse/Downtown Square (areas outside the Courthouse Square fence on both sides of Clayton, Pike, Perry and Crogan from Culver to Chestnut) This includes all 4 corners of all 4 intersections around the courthouse square.
5.	Heritage Trail (Beginning on Constitution where Veterans Memorial walkway joins Constitution sidewalk; then east on Constitution, along Luckie to Chestnut; north on Chestnut to Crogan; and east on Crogan to Jackson St.)
6.	Police Dept. (Frontage along Scenic & Jackson, the embankment on the north side of bldg., areas around entrances, and areas in rear parking lot.)
7.	Lawrenceville Lawn (210 Luckie Street), bounded by S Clayton, Luckie St & Jackson St. to include all areas around the stage & parking lot. Bounded on the south by the SouthLawn development.
8.	Cooper Park (Landscaped island at Born & Eaton Streets intersection)
9.	Railroad Depot Area (N Clayton from the Born St intersection to the CXS crossing. Depot Street from N Clayton to N Perry. N Perry from Depot to Born St. Born St from N Perry to N. Clayton)
10.	Jenkins Park (Area fronting Hwy 29 about 100' deep, and the inside of the park. Located west of Lancelot Way.)
11.	The Interchange of W. Crogan & W. Pike on the west side of town (Islands created by the divergence and merge of W. Crogan and W. Pike. including Gordon St.)
12.	Gateway #1-Area between Old Buford Drive (SR 20) and new Buford Drive (SR 20) from its intersection with E. Pike to the end of Old SR 20. Also the Island in the middle of SR20 at E. Pike)
13.	Burson Point (Landscaped island at N Clayton intersection with Buford Drive (SR 20))
14.	Scenic Highway (SR 124) (Medians only from E. Crogan to Sugarloaf. Also to include the SW corner of the intersection of SR124 & E Crogan; as well as all 4 corners of the intersection of Scenic Hwy & E. Crogan)
15.	Mahlon Burson Water Treatment Facility (750 Winer Industrial Blvd.) Including entire area inside fence.
16.	Calaboose Alley (Behind McCray's between Crogan and parking area)
17.	Gateway Interchange at 316/120 (to include all 4 landscaped gore areas, as well as both shoulders of the entrance & exit ramps.)
18.	Entrance to Briscoe Field (Briscoe Blvd at Hosea, both sides of the entrance)
19.	Bench areas along Paper Mill Rd (4 different areas from E Crogan to the Springlake split)
20.	Parking Lot across from City Hall – NW corner of S Clayton & Nash intersection.
21.	Gateway Park At the intersection of S. Perry & S. Clayton. (bounded by Nash, S. Perry, S. Clayton).
22.	SE corner Nash/Clayton. Newly installed plaza at the corner the of intersection.
23.	Areas just off Downtown Square. Each of these four roads, 1 block in each direction from downtown square. (Both sides of Pike Street, 1 block to east & 1 block to west. Both sides of Crogan Street, 1 block to east & 1 block to west. Both sides of Perry Street, 1 block to north & 1 block to south. Both sides of Clayton Street, 1 block to north & 1 block to south.)
24.	Park Place Dr. Medians. 5 medians along Park Place Dr. from Grayson Hwy to Simonton Rd.
25.	Bicentennial Plaza - The entire Plaza, bounded by Perry, Luckie and, Clayton Streets

26.	College Corridor. From CSX RR to SR316 bridge. All medians & roundabouts, shoulders on both sides of road, including shoulders on both sides of each of the side streets. (side streets include: Anderson Dr. from Northdale to Anderson Dr. Marie Beiser Way, from corridor to Simmons, North Clayton Connector from corridor to N. Clayton, Northdale Connector from corridor to Northdale.)
27.	Median in Jackson St. & Atha (between Atha and E. Crogan)
28.	Culver/Pike Parking lot –from Culver to Pike, all areas around the parking lot
29.	Hotel / Parking Deck – Located between Chestnut, Crogan, Jackson, Luckie. Maintenance required along Luckie Street & Jackson Street sides.

OPTIONAL SERVICES

30.	Lawrenceville Suwanee Road. Medians & shoulders on both sides of the road from Sugarloaf Parkway to SR316 bridge. (monthly services during growing season)
31.	Cemetery along Atha St. cut grass 5x/year during growing season. (week prior Easter, week prior to Mother's Day, week prior to Father's Day, week prior to 4th of July, week prior to Labor Day)
32.	Historic Cemetery. At the split of East Crogan & E Pike, in the curve. cut grass 5x/year during growing season. (week prior Easter, week prior to Mother's Day, week prior to Father's Day, week prior to 4th of July, week prior to Labor Day)

IV GENERAL REQUIREMENTS

A. Basis of Compensation

Compensation to the Contractor for Basic Services in Section II. Paragraphs A through F will be based on the monthly fees provided in the Cost Proposal for the specific services at each designated facility.

Compensation to the Contractor for Optional Services described in Section II. Paragraph G will be based on the unit prices provided for these work items in the Cost Proposal. The exception to this approach is that any specialized treatment for insects, fungus, or disease control described in II.E.4 will be billed at the rates and quantities provided in estimates submitted to and authorized by the City as described in paragraph II.E.4.

Compensation to the Contractor for Enhancement Services Section II Paragraph H will be based on hourly labor rates provided in the Cost Proposal and on the actual cost of sod, shrubs, trees, topsoil, mulch, and other materials used in the installation. Hours will be calculated daily from the time the Contractor's personnel arrive at the service location until they leave the site. Travel time to and from the location and travel time away from the site will not be compensated on an hourly basis, so the Contractor should include in its hourly rates an allocation adequate to cover the periods.

In all of its service reports and invoices, the Contractor will clearly and thoroughly describe and itemize all labor hours, equipment, parts, and plant materials associated with its time and material work. The Contractor agrees to provide documentation of all costs upon the request of the City.

B. Invoicing Requirements

For the services described in this procurement document, the Contractor shall submit its invoices directly to:

City of Lawrenceville
Accounts Payable

AP.Invoices@lawrencevillega.org

Each invoice shall identify the locations, services, and rates from the Pricing Schedule.

For all of the Contractor's services provided under the unit price provisions in Optional Services or the time and materials provisions of Enhancement Services, the Contractor shall document its services through a Work Order Report. The Work Order Report shall be provided upon completion of the applicable services, shall be signed by a Contractor representative, and shall provide the comprehensive information listed below.

1. Location of Services – Facility Name
2. Description of Services Performed

3. Unit Costs and Extended Price (Optional Services)
4. Personnel Utilized and Hours of Service (Timesheets required for services with a value over \$1,000)
5. Calculation of Personnel Cost
6. Equipment & Materials Utilized/Costs/Mark-up
7. Itemized Costs of Plant Materials with Copies of Supporting Invoices (Enhancement Services)
8. Total Cost of Services

The Contractor shall submit the Work Order Reports within 3 business days of the completion of the services (exceptions will be made for larger scale Enhancement Services requiring more than a day of work) to the City Contract Representative. The Work Order Report shall be transmitted by facsimile or e-mail. The City's Contract Representative will review the Work Order Report and respond in writing by facsimile or e-mail to the Contractor within 4 business days to either confirm the services and costs or direct modifications.

The Contractor shall not invoice the City until it has received this confirmation. If changes are required by the City, the final invoice should reflect these modifications. The Contractor shall submit these invoices to the same address as noted above. The Work Order Report Confirmation shall be enclosed with the invoice. The invoice shall be formatted according to the terms and rates in the Proposal and Pricing Schedule. The total monetary amount on the invoice and Work Order Report shall correspond.

C. City's Contract Representative

In administering these services the City Public Works Director will designate a City Contract Representative who will have primary responsibility for communications with the Contractor. The role and responsibilities of the Contract Representative are implicit in many of the roles and actions attributed to the City throughout this document, and are spelled out in the following section and elsewhere herein.

D. Communications, Site Reviews and Reporting

Prior to the start of services under this contract the City Contract Representative will walk all of the service locations with the Contractor Representative to inspect the properties, confirm scope at each location and identify any special needs or problem areas.

The Contractor will complete and submit to the City Contract Representative a Service Report documenting each service visit for basic landscaping maintenance. The Service Report will indicate the name of the facility, the date/time of the services, the nature of services performed, and the name of the responsible technician. The Contractor will submit the Service Report to the City Contract Representative. The Contractor's failure to submit Service Reports may be reason for the City to withhold payments on the affected facilities.

The Contractor's Representative will meet with the City Contract Representative once per month to review ongoing services, the status of repairs and enhancement projects, and any special needs or problems. Two of these meetings, in April and October, will be

coordinated with Quality Audits in which the City Contract Representative and Contractor Representative will inspect all the service locations to assess the services being provided and identify any problems or issues that need attention.

V PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Protection, Cleaning and Restoration of Work Sites

In providing landscaping maintenance services, the Contractor shall keep work sites clean, neat and free of debris. When services are complete, Contractor shall clean the work site and in all areas disturbed by its activities, of materials, rubbish and waste; shall remove all tools, equipment, and surplus materials from the site, and remove any temporary protection or facilities installed during its services.

B. Safety Precautions and Requirements

Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signage as required to protect Contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations. Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.

C. Specific Requirements for Use of Pesticides, Herbicides and Fertilizers

Prior to commencing work under the Contract, the Contractor will supply the City with Material and Safety Data Sheets (generally in the format of OSHA Form 174) on all chemical materials to be used under the Contract. This information will be subject to review by the City's Risk Management Division, which may restrict or otherwise provide direction on the usage of certain items. The City reserves the right to refuse the use of any material the City deems to be substandard or unsuitable. During implementation of its services, the Contractor shall take necessary precautions and safety measures required by the laws and regulations governing applications of pesticides, herbicides and fertilizers. Such applications shall comply with local, state and federal restrictions. The Contractor shall submit a copy of a current pesticide license in each year it provides services under the Contract.

VI SPECIAL REQUIREMENTS

A. Financial Recordkeeping

The Contractor is required to maintain a complete set of records, including supporting cost documentation and service correspondence for any work performed under this agreement for the life of the Contract and one (1) year thereafter.

B. Subcontracting

The City requires that these services be performed by a single contractor. If for some reason during the course of the Contract it becomes necessary for the Contractor to sub-contract any services, this sub-contracting shall be done only with approval of the City,

which shall have final approval of any subcontractor and the scope of services assigned to said subcontractor.

C. Modifications in Contract Scope

The City reserves the right to add or delete facilities in the Scope of Services or to modify the range of services provided at any particular facility. When changing the range of services or adding a facility to the Scope of Services, the City will solicit from the Contractor a cost proposal, which the Contractor shall develop with costs comparable to similar facilities under the Contract. When the City approves these new services (or deletes existing services) the Contract will be modified by change order to incorporate these added or deleted costs in the Contract.

D. Right of Cancellation

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

E. Insurance

Prior to award and throughout the contract period, the successful Contractor must submit and maintain insurance in compliance with the enclosed Standard Insurance Requirement section.

VII SITE VISITS

It is incumbent on each Contractor or other entity that is submitting a proposal to visit the sites listed for Landscape Maintenance Services. It shall be the prospective Contractor's responsibility to determine the areas of lawn, parking lots and mulched beds; the number of ornamental shrubs and trees to be maintained; and other quantities of service under this Agreement for each Location. If clarification of property boundaries or areas of maintenance responsibility are unclear, the proposing entity shall request specific clarification in accordance with the questions schedule. The City will respond with clarifications through addendum.

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 1 - CITY HALL

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 1 – City Hall Totals	\$ _____	\$ _____

LOCATION 2 – LAWRENCEVILLE PUBLIC WORKS FACILITY

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 2 – Lawrenceville Public Works Facility Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 3 – BOULDER CREEK COFFEE, LAC & PARKING DECK

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D – Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 3 – Visitor’s Center/Aurora Theater & Parking Deck Totals	\$ _____	\$ _____

LOCATION 4 – HISTORIC COURTHOUSE/DOWNTOWN SQUARE

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 4 – Historic Courthouse/Downtown Square Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 5 – HERITAGE TRAIL

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 5 –Heritage Trail Totals	\$ _____	\$ _____

LOCATION 6 – POLICE DEPARTMENT

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 6 –Police Department Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 7 – LAWRENCEVILLE LAWN

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 7 – Lawrenceville Lawn Totals	\$ _____	\$ _____

LOCATION 8 – COOPER PARK

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 8 – Cooper Park Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 9 – RAILROAD DEPOT

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 9 – Railroad Depot Totals	\$ _____	\$ _____

LOCATION 10 – JENKINS PARK

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 10 – Jenkins Park Totals	\$ _____	\$ _____

COST PROPOSAL SCHEDULE

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

LOCATION 11 – INTERCHANGE (WEST CROGAN AND WEST PIKE)

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 11 – Interchange (West Crogan and West Pike) Totals	\$ _____	\$ _____

LOCATION 12 – GATEWAY #1

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D – Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscape Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 12 – Gateway #1 Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 13 – BURSON POINT

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 13 – Burson Point Totals	\$ _____	\$ _____

LOCATION 14 – SCENIC HIGHWAY

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 14 – Scenic Highway Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 15 – MAHLON BURSON WATER TREATMENT FACILITY

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section C – Over Seeding and Aeration	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 15 – Mahlon Burson Water Treatment Facility Totals	\$ _____	\$ _____

LOCATION 16 – CALABOOSE ALLEY

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A – Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B – Fertilization and Weed Control	\$ _____	\$ _____
Section E – Management of Ornamental Shrubs, Trees and Landscape Beds	\$ _____	\$ _____
Section F – Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 16 – Calaboose Alley Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 17 – GATEWAY INTERCHANGE 316 / 120

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 17 – 316 / 120 Interchange Totals	\$ _____	\$ _____

LOCATION 18 – BRISCOE FIELD ENTRANCE

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 18 – Briscoe Field Entrance Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 19 – PARK BENCH AREAS ON PAPER MILL

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 19 – Park Bench Areas Totals	\$ _____	\$ _____

LOCATION 20 – PARKING LOT ACROSS FROM CITY HALL

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 20 – Parking Lot City Hall Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 21 – GATEWAY PARK S. PERRY/CLAYTON

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 21 – Gateway Park Totals	\$ _____	\$ _____

LOCATION 22 – PLAZA – SE CORNER NASH/CLAYTON

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 22 – Plaza Nash/Clayton Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 23 – AREAS OFF DOWNTOWN SQUARE

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 23 – Areas off Square Totals	\$ _____	\$ _____

LOCATION 24 – PARK PLACE DR. MEDIANS

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 24 – Parkplace Medians Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 25 – BICENTENNIAL PLAZA

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 25 – Bicentennial Plaza Totals	\$ _____	\$ _____

LOCATION 26 – COLLEGE CORRIDOR

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 26 – College Corridor Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 27 – MEDIAN IN JACKSON ST

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 27 – Median in Jackson St Totals	\$ _____	\$ _____

LOCATION 28 – CULVER/PIKE PARKING LOT

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 28 – Culver/Pike Parking lot Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 29 – HOTEL / PARKING DECK

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section C - Over Seeding and Aeration	\$ _____	\$ _____
Section D - Maintenance of Flower Beds and Seasonal Color	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 29 – Hotel / Parking Deck Totals	\$ _____	\$ _____

OPTIONAL SERVICES

LOCATION 30 – LAWRENCEVILLE SUWANEE ROAD

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 30 – Lawrenceville Suwanee Road Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

LOCATION 31 – CEMETERY ALONG ATHA ST.

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 31 – Cemetery along Atha St. Totals	\$ _____	\$ _____

LOCATION 31 – HISTORIC CEMETERY

	<u>Monthly Cost</u>	<u>Yearly Extended Cost</u>
Section A - Lawn Mowing/Trimming/Edging	\$ _____	\$ _____
Section B - Fertilization and Weed Control	\$ _____	\$ _____
Section E - Management of Ornamental Shrubs, Trees and Landscaped Beds	\$ _____	\$ _____
Section F - Removal of Trash and Debris from Parking Lots and Walkways	\$ _____	\$ _____
Location 31 – Historic Cemetery Totals	\$ _____	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

OPTIONAL ITEMS

Description of Service per Specifications

Price per Square Foot

Aeration

\$ _____

Lime Application

\$ _____

Pesticide Application

\$ _____

Fungicide Application

\$ _____

ENHANCEMENT SERVICES

<u>Title of Worker</u>	<u>Rate per Hour*</u>	<u>Overtime Rate**</u>
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

* The Hourly Rate shall include all costs for travel time and vehicle usage

** Overtime shall be defined as the hours above and beyond the Contractor's basic 8 hour work day, and any time on Saturday, Sunday, or a City/Contractor Recognized Holiday

	LOCATION	LOCATION TOTAL
1.	City Hall	\$ _____
2.	Lawrenceville Public Works Facility	\$ _____
3.	Boulder Creek-LAC-Parking Deck	\$ _____
4.	Historic Courthouse/Downtown Square	\$ _____
5.	Heritage Trail	\$ _____
6.	Police Department	\$ _____
7.	Lawrenceville Lawn	\$ _____
8.	Cooper Park	\$ _____
9.	Railroad Depot Area	\$ _____
10.	Jenkins Park	\$ _____
11.	The Interchange	\$ _____
12.	Gateway #1	\$ _____
13.	Burson Point	\$ _____

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

14.	Scenic Highway	\$
15.	Mahlon Burson Water Treatment Facility	\$
16.	Calaboose Alley	\$
17.	Gateway Interchange	\$
18.	Briscoe Field Entrance	\$
19.	Park Bench Areas	\$
20.	Parking Lot across from City Hall	\$
21.	Gateway Park	\$
22.	Plaza	\$
23.	Areas just off Downtown Square	\$
24.	Park Place Dr. Medians	\$
25.	Bicentennial Plaza	\$
26.	College Corridor	\$
27.	Median in Jackson St.	\$
28.	Culver/Pike Parking lot	\$
29.	Hotel / Parking Deck	\$
	GRAND TOTAL	\$

OPTIONAL SERVICES

30.	Lawrenceville Suwanee Road	\$
31.	Cemetery along Atha St.	\$
32.	Historic Cemetery	\$

The City of Lawrenceville requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare proposal non-responsive.

Unless otherwise noted below, proposal prices will remain firm for four (4) additional one year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

COST PROPOSAL SCHEDULE

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Signature	Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the City Council within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the Cost Proposal Schedule.

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____

**ANNUAL
SERVICE PROVIDER CONTRACT
SAMPLE CONTRACT**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between the City of Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (Party of the First Part, hereinafter called the "City"), and, _____ (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence _____, for a one (1) year period with four (4) additional one-year options to renew.

2. ATTACHMENTS:

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of

the Service Provider.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7 TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11 SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville, Georgia

APPROVED AS TO FORM:

Signature
City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)



LAWRENCEVILLE

GEORGIA

Solicitation Name & No. Provision of Landscape and Maintenance Services on an Annual Contract; RP003-24

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Public Employer

Street Address

City/State/Zip Code

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. The City of Lawrenceville should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

City of Lawrenceville
70 S. Clayton St.
P.O. Box 2200
Lawrenceville, Georgia 30046
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Lawrenceville as to form and content has been filed with the City. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the City of Lawrenceville, the Mayor, City Council members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**CITY OF LAWRENCEVILLE
PURCHASING DEPARTMENT
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the City of Lawrenceville Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The City will determine this.
- H. City of Lawrenceville is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Lawrenceville. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the City of Lawrenceville Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at City of Lawrenceville's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to City of Lawrenceville for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the City may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

XIII. CITY FURNISHED PROPERTY

The City will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the City which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a City of Lawrenceville “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that City of Lawrenceville requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Lawrenceville shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Lawrenceville fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor’s acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the

open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Manager, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The City may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the City. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. AMERICANS WITH DISABILITIES ACT:

All contractors for City of Lawrenceville are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Lawrenceville provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution

purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the City, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The City shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXX. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) 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 (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXI. GEORGIA 811

Effective July 1, 2014: The Georgia Utility Facility Protection Act (GUFPA) was established to protect the underground utility infrastructure of Georgia. GUFPA mandates that, before starting any mechanized digging or excavation work, the contractor is required to contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work pursuant to Georgia law (O.C.G.A. Title 25, Chapter 9).