



Bid Specifications

Bid Item #11-092

Grounds & Landscaping Maintenance Services

For

The City of Augusta – Augusta Regional Airport

Bid Due: Wednesday, February 23, 2011 @ 3:00 P.M.

Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program.

However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.

"ANY LANGUAGE INCLUDED HEREIN THAT VIOLATES OR IS INCONSISTENT WITH THE MARCH 14, 2007 COURT ORDER IN THE CASE, THOMPSON WRECKING, INC. V. AUGUSTA, GEORGIA, CIVIL ACTION NO. 1:07-CV-019, IS VOIDABLE BY THE AUGUSTA GOVERNMENT."

One (1) original and two (2) copies of bid shall be submitted

Thanks for doing business with us . . .

*Geri A. Sams, Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901*



CITY OF AUGUSTA, GEORGIA
OFFICE OF THE PROCUREMENT DIRECTOR
530 GREENE STREET SUITE 605
AUGUSTA, GEORGIA 30901
(706) 821-2422
www.augustaga.gov

DATE: January 12, 2011

BID NO. 11-092

SUBJECT: Invitation to bid on the following equipment, supply, and/or services.

NAME OF BID: Contract for Grounds & Landscaping Maintenance Services

This letter extends to your Firm an invitation to submit a bid to supply the City of Augusta with equipment, supplies, and/or services as indicated above. Sealed bids for the above will be received at the Office of the City Procurement Director, 530 Greene Street – Suite 605, the Municipal Building, Augusta, Georgia, up to **3:00 p.m. on Wednesday, February 23, 2011**, at which time, bids will be opened and publicly read. The Board of Commission reserves the right to reject any and all bids and to waive formalities.

OBJECTIVES OF SERVICES

The City of Augusta is soliciting bids from qualified landscaping maintenance firms to provide grounds and landscaping maintenance and other related services for the Augusta Regional Airport's "landside" grounds and landscaping.

INTRODUCTION

A description of the scope of the work to be performed in these facilities is included in Section II, Scope of Services and the draft contract included herein. Instructions for preparation and submission of a bid are contained in the attached packet. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not bid, return signed bid invitation sheet and state reason. **Also, please clearly mark the outside of your envelope as "No Bid."**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. **Any bid submitted which does not acknowledge the receipt of an addendum will not be considered.**

The City of Augusta seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs.

Doing business with Augusta has become easier! The new **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706 821-2811**.

A Bid proposal from your Firm will be appreciated.

Sincerely yours,

A handwritten signature in blue ink that reads "Geri".

Geri A. Sams
Procurement Director

Invitation to Bid

Sealed bids will be received at this office until 3:00 p.m. Wednesday, February 23, 2011 for furnishing:

Bid Item #11-092 Grounds & Landscaping Maintenance for Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerl A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta Richmond County web site under the Procurement Department ARcbid. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, February 8, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference on an eligible local project, the certification statement as a local bidder and all supporting documents must be submitted to the Procurement Department with your bonafide bid package.

No Bid may be withdrawn for a period of 90 days after time has been called on the date of opening.

An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark BID number on the outside of the envelope.

Bidders are cautioned that sequestration of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	January 13, 20, 27, February 3, 2011
Metro Courier	January 19, 2011

cc:	Tameka Allen	Interim Deputy Administrator
	Gary LeTellier	Augusta Regional Airport
	Tammy Strange	Augusta Regional Airport
	Tim Weegar	Augusta Regional Airport

Bid Item 11-092 Grounds & Landscaping Maintenance Services

Due Date: Wednesday, February 23, 2011 @ 3:00 p.m.

**SECTION I
INSTRUCTIONS TO BID**

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the City of Augusta with equipment, supplies, and or services as listed above. All bids are governed by the Code of the City of Augusta.
- 1.2 **How to Prepare Bid Proposals:** All bid shall be:
- 1.2.1 Prepared on the forms enclosed herewith, unless otherwise prescribed.
- 1.2.2 Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion.
- 1.2.3 Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.
- 1.3 **How to Submit Bids:** All bids shall be:
- 1.3.1 Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
- 1.3.2 Mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Director on or before the date and time specified above. Bids shall be submitted to:
- Mailing Address: Geri A. Sams, Procurement Director
530 Greene Street – Suite 605
Augusta, Georgia 30901
- Hand Delivery Address: Geri A. Sams, Procurement Director
Procurement Department – 6th Floor of the Municipal Building
Suite 605 - Augusta, Georgia
- Bids will be received until 3:00 p.m. on Wednesday, February 23, 2011. Bids received after that time shall not be opened.**

1.4 CALENDAR OF EVENTS

The calendar of events shown below will be helpful to the Bidders responding to this Bid.

Date	Activity
Thursday, January 13, 2011	Bid Issue Date
Wednesday, February 23, 2011	Bid Due Date @ 3:00 p.m.
March 2011	Estimated Contract Decision
March 2011	Estimated Award of Contract
April 2011	Estimate Start Date of Contract

- 1.5 **Augusta-Richmond Code, Readopted 7/10/08: Sec. 1-10-43. Sealed bids selection method.**
(b) Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta-Richmond County Commission for approval by the Augusta-Richmond County Commission.

- 1.6 **Procurement Protests:**
- 1.6.1 **Right to protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Augusta-Richmond County. Protestors shall seek resolution of their complaints initially with the Procurement Director. All protests must be submitted in writing to the Procurement Director.
- 1.6.2 **Protests concerning invitations to bid.** A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is lost.
- 1.6.3 **Stay of procurement during protests.** In the event of a timely protest under subsection (b) of this Section, the Procurement Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Augusta-Richmond County Administrator or Commission makes a determination on the record that the award of the contract without delay is necessary to protect the interests of Augusta-Richmond County.
- 1.7 **Failure to Bid:** If a bid is not submitted, bidder should return bid sheets, stating reason therefore, and indicate whether their business should be retained or removed from the City's vendor's list. **The outside of the envelope should clearly be marked "No Bid".**
- 1.8 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.
- 1.8.1 **Correction or withdrawal of bids.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:
- (a) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.
- (b) After the bid opening, corrections to bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids prejudicial to the interest of Augusta-Richmond County or fair competition shall be permitted.
- (c) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
1. The mistake is clearly evident in the bid document but the intended correct bid is not similarly evident; or
 2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- (d) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.
- (e) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either the County or the bidder in the event of award
- 1.9 **Standards for Acceptance or Rejection of Bids for Award Contract:** The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of the City. Bids will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind. Bids considered irregular may be rejected by the City. The City reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a Bidder whom investigation shows is not in a position to perform the contract, or a Bidder who failed to submitted any requested documentation, including bid, performance and/or payment bonds.
- 1.10 **Bidder:** Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with the City in such capacity after a contract has been entered into or between such party and the City.

- 1.11 **Compliance with laws:** The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.12 **Termination of Contract:** The City may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.13 **Terms of Contract:** This is a _____ () year contract with a _____ renewal option to be exercised at the discretion of the City; unless otherwise specified by the City.
- 1.14 **Bid Price:** Bid price to include all charges.
- 1.15 **Turn around Time:** As specified in any resulting contract.
- 1.16 All Bidders must bid on all items listed in specifications. Bid will be awarded to the lowest most responsive and responsible bidder.
- 1.17 Prices must remain effective throughout the term of the contract.
- 1.18 **Non-Collusion Affidavit:** By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for up to three years (3) and any current orders will be canceled.
- 1.19 The City pays by invoices only net 30. Unless otherwise arranged. Invoices should be sent to the following address:

City of Augusta
Richmond County Georgia
Accounting Department – Room 105
City-Municipal Building
530 Greene Street
Augusta, Georgia 30901

- 1.20 All Bids, Request for Proposal/Qualifications and or Quote are governed and awarded in accordance to The City of Augusta, Georgia (Richmond County) Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.20 **Qualifications of Contractor and Subcontractor(s):**

Bidders who submit a Bid in response to this solicitation are required to have:

- 1.20.1 At least three (3) years of experience in providing commercial contract grounds and landscaping maintenance.
- 1.20.2 Three (3) references where the Bidder has provided commercial contract grounds and landscaping maintenance similar in size and complexity to the grounds/landscaping requirements in this solicitation.
- 1.20.3 Bidder must employ a full or part-time horticulturist (with a degree or equivalent experience).

SECTION II **SCOPE OF SERVICES**

Augusta Regional Airport (the Airport) is a full-service commercial airport as well as a Fixed Based Operator and general aviation facility. The commercial side of the Airport consists of a new main passenger terminal that was completed and occupied within the last two (2) years. The two (2) year old passenger terminal was designed to provoke images of the clubhouse at Augusta National Golf Club, home of the Master's® Golf Tournament. The facility has some of the characteristics of a country club, and does create a feeling of being in an environment other than a commercial airport. A replica of Rae's Creek Bridge and environs has been incorporated into the passenger terminal, straddling the midpoint of the passenger gate concourse.

The Airport desires to keep the grounds and landscaping around the immediate area of the passenger terminal and the "landside" site landscaping and grounds at a high level of appearance.

Landside grounds/landscaping (with the exception of the Rae's Creek Bridge areas midway on each side of the passenger gates' concourse) consists of grounds/landscaping areas that are not considered "secure" areas. These areas are mainly north and west of the passenger terminal, north of the Field Base Operations (FBO) fence, and south and west of the hangers and Contract Operations areas. The Airport desires to improve the quality of the landscaping and grounds maintenance for the areas included in this Bid so that the appearance of the landside grounds and landscaping lives up to the new passenger terminal.

The Bidder shall provide comprehensive maintenance and upkeep of the grounds and landscaping on the Airport site as described below and in the Draft Contract Section. This shall include, but not be limited to, the operation and maintenance of irrigation systems, fencing, sidewalk, parking lot, driveway, patio, plaza, benches, lawns, ground cover, steps, plantings, beds, shrubs, flowers, trees, signage, preparation for special events, policing, litter removal, emptying and maintenance of exterior trash containers, leaf collection and removal, turf management and related activities.

The landside grounds/landscaping included in this Bid consists of approximately sixty-five (65) acres, including the landside of the hangar area. The acreage is configured as shown below:

AREA TYPE	APPROXIMATE QUANTITY
Parking Lots	25.1 acres
Roadway	4.4 acres (9,500 lineal feet)
Sidewalks	39,700 square feet
Grass	18.03 acres
Roadside Grass	4.1 acres
Mulched beds (trees)	16,800 square feet
Planted/mulched beds	46,600 square feet
Forest/other	15.0 acres
Trees*	460 each

The Services to be provided in the areas specified below:

Area 1: Interior gardens – Secured Concourse Area

Task	Times/ Year	Quantity	Units
Police/litter control	261	13,400	Square Feet
Seasonal planting	2	2	___ ft. Planters
Weed beds/ground cover	20	5,610	Square Feet
Edge lawns, beds, ground cover	14	850	Lineal Feet
Trim shrubs/hedges	4	5,610	Square Feet
Prune shrubs/hedges	1	1,220	Square Feet
Replenish mulch/turn beds	6	5,610	Square Feet
Fertilize/treat beds	2	5,610	Square Feet
Mow lawn	42	0.13	Acre
Aerate lawn	1	0.13	Acre
Fertilize/treat lawn	6	0.13	Acre

Area 2: Passenger Terminal Perimeter

Task	Times/ Year	Quantity	Units
Seasonal planting	2	11	Planters
Weed beds/ground cover	12	5,900	Square Feet
Edge lawns/beds/ground cover	14	850	Lineal Feet
Trim shrubs/hedges	4	5,900	Square Feet
Prune shrubs/hedges	1	1,220	Square Feet
Replenish mulch/turn beds	6	5,900	Square Feet
Fertilize/treat beds	2	5,900	Square Feet

Area 3: Balance of Airside Site

Task	Times/ Year	Quantity	Units
Seasonal planting	2	2	Areas
Litter control/policing	52	25.10	Acres
Power blow parking lots	12	25.10	Acres
Weed beds/ground cover	12	28,500	Square Feet
Edge lawns/beds/ground cover	14	11,500	Lineal Feet
Trim shrubs	4	28,500	Square Feet
Trim hedges	3	6,600	Square Feet
Prune shrubs/hedges	1	35,100	Square Feet
Replenish mulch/turn beds (trees)	2	16,800	Square Feet
Fertilize/treat beds	2	35,100	Square Feet
Tree maintenance	1	460 trees	Trees
Leaf collection and removal	6	20 acres	Acres

Area 4: Turf Management

Task	Per Year	Quantity	Units
Mow lawn (unobstructed)	42	12.60	Acres
Mow lawn (minor obstructions)	42	3.10	Acres
Mow lawn (obstructed – islands, etc.)	42	2.20	Acres
Aerate lawn	1	17.90	Acres
Fertilize/treat lawns	4	17.90	Acres
Mow 1.7 miles of roadside grass	20	4.10	Acres

Bidder's employees may be required to operate in Airport secure areas. Bidder shall be required to obtain the Airport's Special Identification Display Area badges for any employee working in the secured area. Bidder shall be responsible for the costs associated with such badges.

SECTION III GENERAL CONDITIONS

- 3.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.
- 3.2 **Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Augusta address), and delivery cost and charges (if any) will be included in bid price.
- 3.3 **Unit of Measure:** In cases where the Unit of Measure is noted as part of the specification cost of the item or service will reflect the unit of measure listed within the specification.
- 3.4 **Service Time:** When service time is requested in invitation documents, time will be of the essence; therefore, bid shall include the response timeframes for emergency calls and routine calls.
- 3.5 **Multiple Bids:** No Bidder will be allowed to submit more than one bid. Any alternate bids must be brought to the Procurement Director's attention during the Pre-Bid Conference or submitted in writing. Alternate Bids MUST BE MARKED as an Alternate Bid with project's name and bid or proposal number. NOTE: NO EXCEPTIONS WILL BE ACCEPTED FOR THIS SOLICITATION.
- 3.6 **Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, **THE CITY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS TO THE BEST INTEREST OF THE CITY.**
- 3.7 **Warranties for Usage:** Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, **THE QUANTITIES OF USAGE SHOWN IS ESTIMATED ONLY.** No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.
- 3.8 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his submittal will be firm for acceptance for a period of ninety (90) days from opening date.
- 3.9 **Description of Materials:** Bids for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.
- 3.10 **Completeness:** All information required by Invitation to Bid must be completed and submitted to constitute a proper bid.

- 3.11 **Quality:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, including all required licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in effect at the time of bid.
- 3.12 **Acceptance of Material:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the City. **IN THE EVENT THAT THE MATERIAL AND/OR SERVICES SUPPLIED TO THE CITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 3.21.**
- 3.13 **Plant and Facility Inspections:** The Purchasing Department may require the Bidder to make his plant and facilities available for inspection; or may require additional information concerning the Bidder's ability to perform compliant with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
- 3.14 **Guarantee:** Unless otherwise specified by the City, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the Bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of City business.
- 3.15 **Manufacture or Dealer Advertisement:** No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City.
- 3.16 **Brand Name:** If and wherever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material and does not require the use of the same unless otherwise noted
- 3.17 **"OR EQUAL" Interpretation:** It is the Bidder's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified. On all such bids, the Bidder shall indicate clearly the product (brand and catalog or model numbers) on which he is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the Bidder has any questions relative to whether his product is equal to the grade or quality of the product specified, he should resolve this issue at the pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the Bidder should contact the Procurement Director and resolve the issue prior to submission of bid. **NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. BIDDER SHALL BEAR EXPENSES OF TESTS.**
- 3.18 **Certified Test Report:** Each Bidder shall provide a copy of a certified test report prior to or with their sealed bids when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.
- 3.19 **Samples and Demonstrations:** Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the solicitation document. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the Bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the Bidder at the Bidders' expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

- 3.20 **Liability:** Where Bidders are required to enter or go onto City property to deliver materials or perform work or services as a result of bid award, the Bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the Bidder or his agent or any person the Bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising there from. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Procurement Director prior to award of the Contract. In connection with its indemnification and Hold Harmless, Bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the Bidder (or his agent) or any person the Bidder has designated in the completion of his contract.
- 3.21 **Default Provision:** The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, for articles and/or services specified or they may be purchased on the open market and, the defaulting Bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The Bidder shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.
- 3.22 **Patent Indemnity:** Except as otherwise provided, the successful Bidder agrees to indemnify the City and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.
- 3.23 **Certification of Independent Price Determination:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- 3.23.1 The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 3.23.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- 3.23.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- 3.23.4 No Commissioner, agent or employee of the City has been bribed in connection with this bid solicitation.
- 3.24 **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible Bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination. Award of the Contract or rejection of all bids is scheduled for not later than _____ 2011. Work shall not commence prior to award of the contract and not before background checks have been completed and documented for each Contractor employee assigned to work at the Airport. The Contractor to whom the Contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to the City the Contract Documents, in substantially the same form as the attached Contract Documents, satisfactory evidence of all required insurance coverage, and proof satisfactory to the City of the authority of the person(s) executing the Contract on behalf of the Contractor. The above referenced documents must be furnished executed, and must be delivered by certified mail before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and the Aviation Commission and a copy of such fully executed Contract is delivered to the Contractor.
- 3.25 **Local Vendor Preference:** The City has a local vendor preference policy which allows the lowest local Bidder, (defined as within Augusta-Richmond County), within 5% or \$10,000, whichever is less, of the lowest non-local Bidder, to match the bid submitted by the non-local Bidder and therefore be awarded the contract. Bidders must complete the enclosed Bidder's Certification form.

- 3.26 **Minority/Women Business Enterprise (MWBE) Policy: Court Order Enjoining Race-Based Portion of DBE Program.** Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.
- 3.27 **Qualified Bidder:** A "Qualified Bidder" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 3.28 **Compliance with Specifications - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Bidder's Bid, Addendum, and/or any other pertinent documents form a part of this bid and by reference are made a part hereof.
- 3.29 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the Commission of the City, the City Administrator or his designee. In case of a default on the part of the Bidder after such acceptance, the City may take such actions as it deems appropriate including legal action for damages or specific performance.
- 3.30 **Notice to Proceed:** The successful Bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the Mayor/Commission or Administrator or their designee (Clerk or Commission or the Procurement Director). If the successful Bidder does commence any work prior to receiving official notification, he does so at his own risk.
- 3.31 **Pre-bid conference and addendum:** A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested Bidders with the bid requirements and items to be purchased and Bidder input. Any substantive changes to specifications resulting from the pre-bid conference or other Bidder/contractor sessions shall be documented in an addendum and communicated to all Bidders registered for the procurement action. **Note: In the event of a MANDATORY PRE-BID CONFERENCE ALL INTERESTED BIDDERS MUST ATTEND.**
- 3.32 **Bid opening.** Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each Bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with § 1-10-5 (Public Access to Procurement Information).
- 3.33 **Bid acceptance and bid evaluation.** Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include Bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs.

3.34 **Interpretation of Bid:**

No interpretation of the meaning of the Contract Documents as defined in the General Conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to Bidders orally. In addition, every request for such interpretation or correction shall be submitted by letter or fax to the Procurement Department. **The Procurement Department shall serve as the sole contact for Bidders throughout the bid process. The last day to submit questions are Tuesday, February 8, 2011 by 5:00 p.m. the fax number is 706 821-2811 or email at procbidandcontract@augustaga.gov.** All such interpretations and supplemental instructions will be transmitted to all Bidders not later than five (5) working days prior to the last day for submitting Bids. Bidders shall not contact any employee of the City, the Airport, consultant, or any Commissioner during the bid process except as directed above. Failure to comply with this requirement shall be grounds for disqualification of the Bidder.

3.35 **Employment Eligibility Verification:**

Georgia Security and Immigration Act of 2006

As of July 1, 2009, all contracts with Augusta-Richmond County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If Sub-contractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are attached for your convenience in compliance with this requirement.

ATTACHMENT B – Prime Contractors Affidavit and Agreement

3.35.1 Please note as Prime Contractor in accordance to the attached Contractor's Affidavit, I will accept the responsibility stated in the affidavit which states: "The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta Richmond County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta Richmond County Board of Commissioners at the time the subcontractor(s) is retained to perform such service. "

Subcontractor Affidavit and Agreement

3.35.2 The successful Bidder will submit the above referenced forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

3.36 **City's Right To Amend Bid Solicitations or Awards That Are In Violation of Law.**

3.36.1 **Prior to bid opening or closing date for receipt of proposals.** If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta-Richmond County Administrator, and the Augusta-Richmond County Attorney, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

3.36.2 **Prior to award.** If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the Augusta-Richmond County Attorney determine that a solicitation or proposed award is in violation of federal, state or municipal law, and then the solicitation or proposed award shall be canceled.

3.36.3 **After award.** If, after an award, the Procurement Director, after consultation with the Administrator and the Augusta-Richmond County Attorney determines that a solicitation or award of a contract was in violation of applicable law, then the contract shall be revised to comply with applicable law. If Augusta-Richmond County is unable to revise the contract to comply therewith, the contract shall be terminated and declared null and void by the Augusta-Richmond County Commission.

3.37 **Bonds:** (Check where applicable)

3.37.1 ☒ Each Bidder shall post a **bid bond, or certified check** made payable to the City in the amount of 10% of the bid price. A company check is **not** acceptable. No bids shall be read or considered without a proper form of security.

3.37.2 ☐ No bond, certified check, or U.S. Money Order is required.

3.37.3 ☐ Bidder shall post a **payment / performance bond** payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements.

3.37.4 ☐ Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

3.37.5 ☒ Bidder shall post a **performance bond** in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

3.38 **City License Requirement:** Contractor must be licensed in the State of Georgia or by the Governmental entity for which they do the majority of their business. For further information contact Robert Sherman of the License and Inspection Department @ 706 312-5162.

3.39 **Warranty Requirements:** (Check where applicable)

3.39.1 ☐ Provisions with regards to quality shall apply.

3.39.2 ☐ Warranty required.

3.39.3 ☐ Standard Warranty shall be offered with bid.

3.39.4 ☐ Extended Warranty shall be offered with bid.

LOCAL SMALL BUSINESS OPPORTUNITIES PROGRAM

4.1 General Principles

This Ordinance and/or the codification hereof may be referred to as the "Augusta-Richmond County Local Small Business Opportunities Program Ordinance" ("LSBOP").

4.2 Objective

Augusta-Richmond County is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta-Richmond County, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta-Richmond County. The LSBOP is a race and gender-neutral program.

4.3 Policy

It is the policy of Augusta-Richmond County that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through Augusta-Richmond County government. Further, the Augusta-Richmond County Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.

Augusta-Richmond County has established the LSBOP to promote opportunities for certified Local Small Business to participate in Augusta-Richmond County's contracting and procurement activities by requiring contractors to utilize certified Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference Ordinance, Code §1-10-6.

Augusta's Local Small Business Opportunities Program shall comply with federal and state requirements applicable to small or disadvantaged business, including but not limited to those requirements set forth by regulation by the Federal Aviation Administration, U.S. Department of Housing & Urban Development, and Georgia Department of Transportation. It is expressly recognized that such federal and state regulations preempt Augusta's regulations regarding this subject.

4.4 Local Small Business Vendor Information and Program Information: Please contact:

Yvonne Gentry
501 Greene Street - Suite 304
Augusta, Georgia 30901
Office: (706) 821-2406
Fax: (706) 821-4228

The successful vendor will submit the required LSBOP forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

SECTION V
BILLING AND OTHER REQUIREMENTS

5.1 Calculation of Bidder's Billing Rate.

The Contract to be awarded for the contracted services will be inclusive of all costs, including management, supervision, labor, tools, equipment, vehicles, machinery, materials, plants, chemicals, overhead and profit, unless stated otherwise.

5.2 Materials, Supplies, Tools & Equipment

Contractor will furnish the necessary materials, supplies, tools and equipment for the performance of the necessary work.

5.3 Technical Information And Bid Cost

Bidders are required to submit Technical Information and Bid Cost. The Technical Information will be used to determine if the Bidder has the necessary background and experience in performing grounds and landscaping maintenance. Bidder shall submit the required information in a manner and format indicating the material applies specifically to the Airport. The use of pre-printed pamphlets, brochures and other generic materials is discouraged. The key to the Technical Information is quality, clarity and brevity. The Bidder must demonstrate the ability, based on experience and demonstrated expertise, to meet the specific needs of the Airport.

5.4 General Information

Provide a brief and concise narrative describing your qualifications, relevant experience, and unique benefits the Airport will receive from your services. Demonstrate your understanding of requirements of this Bid. *This information must be limited to three (3) typewritten 8 1/2" x 11" pages, single spaced with 12 point font.*

5.5 Management Plan

Describe a **specific** management plan for assuming responsibility for the Landscape and Ground maintenance services described in this Bid.

5.5.1 Describe how you propose to provide the required services while conforming to the security requirements for your employees.

5.5.2 Explain how you will provide routine services.

5.5.3 Describe how you intend to control work quality.

5.5.4 Provide information relative to your customer satisfaction program.

5.6 Financial statement

Provide a certified financial statement for your most recent fiscal year and current fiscal year to date.

5.7 References

Provide at least three (3) references for where you are currently providing or have provided (in the last 3 years) contract Landscape services for similar facilities and scope. By supplying these references, you are granting the City permission to contact the appropriate person shown as a reference. Use the format below:

Institution:

Location:

Annual Value of Contract:

Contact's Name:

Contact's Email:

Contact's Telephone Number:

Contact's Fax Number:

The City reserves the right to visit any of the referenced institutions to discuss quality of services and other matters.

C. COSTS

BID ITEM 1.0 – ANNUAL LUMP SUM COST – COMPLETE

WORK SCOPE	ANNUAL COST
To successfully complete the grounds/landscaping maintenance tasks described in Areas 1, 2, 3 & 4 (Turf Management).	\$ _____

BID ITEM 2.0 – ANNUAL LUMP SUM COST – EXCLUDING TURF MANAGEMENT

WORK SCOPE	ANNUAL COST
To successfully complete the grounds/landscaping maintenance tasks described in Areas 1, 2, & 3 (No Turf Management)	\$ _____

Bid Signature Page (Must be signed by an officer of the company to be valid.)

Company

Address

Name

Title

Date



Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.



USE THE ATTACHED FORMS AND ADHERE TO THE INSTRUCTIONS ON EACH FORM
PLEASE DO NOT SUBSTITUTE FORMS:

Attachment B: Statement of Non-Discrimination, Non-Collusion Affidavit of Prime Bidder/Offeror, Conflict of Interest and Contractor Affidavit and Agreement.

Bidder's Form/Acknowledgement of Addenda

Note: THE ABOVE FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR SUBMITTAL

**Georgia Security and Immigration Subcontractor Affidavit
Non-Collusion Affidavit of Sub-Contractor
Local Small Business (LSB) Good Faith Efforts
Local Small Business (LSB) Subcontractor/Supplier Utilization Plan**

Note: The successful vendor will submit the above forms to the Procurement Department not later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received)

**The Exception Sheet (if applicable)
Local Vendor Preference (if applicable)**

Note: Use Only If Applicable

Local Small Business (LSB) monthly subcontractor/supplier utilization report will be submitted upon request

Bidders are cautioned that sequestration of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.



Attachment B

Listed below is a consolidated listing of the Statement of Non-Discrimination, Non-Collusion Affidavit of Prime Bidder/Offeror, Conflict of Interest and Contractor Affidavit and Agreement.

Please complete, date, notarize and return pages 1-3 of Attachment B with your submittal.

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta-Richmond County to promote full and equal business opportunity for all persons doing business with Augusta-Richmond County. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta-Richmond County. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta-Richmond County's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Augusta to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder/Offeror

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta Richmond County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta Richmond County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify* User Identification Number on or after July 1, 2009.

For additional information visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

E-Verify * User Identification Number

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta Richmond County Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I, further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

NOTARY SEAL

My Commission Expires: _____

Please complete, date, notarize and return pages 1-3 of Attachment B with your submittal



BIDDER'S FORM/ACKNOWLEDGEMENT OF ADDENDA

City of Augusta Procurement Department
530 Greene Street, Suite 605
Augusta, Georgia 30901
ATTN: Procurement Director

Business Locations: (Check One)
☐ Augusta Richmond County
☐ Other

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

City License Requirement: Contractor must be licensed in the State of Georgia or by the Governmental entity for where they do the majority of their business. For further information contact Robert Sherman of the License and Inspection Department @ 706 312-5162.

Do You Have A Business License? Yes: _____ No: _____

Licensed By What **State, City & County** _____

Business License #: _____ Fed Tax Id #: _____

Acknowledgement of Addendum: Check and Initial the appropriate box:

Addenda 1 _____ Initial _____ Addenda 5 _____ Initial _____

Addenda 2 _____ Initial _____ Addenda 6 _____ Initial _____

Addenda 3 _____ Initial _____ Addenda 7 _____ Initial _____

Addenda 4 _____ Initial _____ Addenda 8 _____ Initial _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID/RFP/RFQ SPECIFICATIONS AND BID/RFP/RFQ INVITATION ISSUED BY THE CITY OF AUGUSTA FOR THIS BID/RFP/RFQ ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID/RFP/RFQ SPECIFICATIONS:

Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR SUBMITTAL

REV. 11/13/09



STATE OF GEORGIA - COUNTY OF RICHMOND

BID/RFP/RFQ# _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>

NOTARY SEAL

If there are no subcontracting opportunities the form must be executed (write N/A, sign, date and notarize).

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

REV.12/30/09



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

_____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

Title

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

If there are no subcontracting opportunities the form must be executed (write N/A, sign, date and notarize).

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

REV.12/30/09

AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM

GOOD FAITH EFFORTS SUBCONTRACTOR & SUPPLIER CONTACT FORM

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Name of Subcontractor/Supplier	Subcontractor/Supplier Name, Address and Phone Number	Augusta-Richmond Co. Business License? (Yes or No)	Scope of Work Solicited	Local Small Business?	ARC LSBOP Registration No.	Results of Contact

Bidder/Proponent's _____ Project Name: _____ Bid #: _____
 Signature: _____ Date: _____

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).

If there are no subcontracting opportunities the form must be executed (write N/A, sign, date, and return)
 Questions, please contact: Ms. Yvonne Gentry at (706) 821-2406

**AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM
LSB SUBCONTRACTOR / SUPPLIER UTILIZATION PLAN**

Attention Bidder/Proponent: List all ARC Registered Local Small Business subcontractors/suppliers, including lower tiers, to be used in the Project.

[illegible]

Company Name _____

Project Name: _____

Contract #:

Signature: _____

Date: _____

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).

If there are no subcontracting opportunities the form must be executed (write N/A, sign, date, and return)
Questions, please contact: Ms. Yvonne Gentry at (706) 821-2406

List all subcontractors/suppliers, including lower tiers, to be used on this project.

PROJECT NAME _____ PROJECT NO. _____ BASE BID \$ _____
REPORT PERIOD FROM _____ TO _____, 20____ PROPOSED LSB UTILIZATION _____ %

NAME OF SUB-CONTRACTOR/ SUPPLIER	COMPANY NAME, ADDRESS, AND PHONE #	CONTRACT AMOUNT	TYPE OF WORK PERFORMED	LSB BUSINESS YES/NO	AMOUNT EARNED THIS PERIOD	AMOUNT EARNED TO DATE	PERCENTAGE OF TOTAL BID AMOUNT
TOTALS							

CONTRACTOR: _____ AUTHORIZED SIGNATURE _____ DATE _____

PAY REQUEST NO. _____ DATE _____
PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE _____ %

REV. 3/10/2010



EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in anyway different from that contained in the specifications.



Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- (1) That my company has a fixed office or distribution point located in and having a street address within Augusta for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta; and
- (2) That my company holds any business license required by the Augusta Richmond County Code for at least 6 months.
- (3) That my company employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Augusta, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Augusta.
- (4) Attached is a copy of my Augusta Business License.

Company Name: _____

Address: _____

Business License Number _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

VENDOR DO NOT COMPLETE

To be completed by Authorized City Representative from Augusta Richmond County Procurement Department:

Vendor Certified: _____ Date: _____

Authorized City Representative Signature

**DRAFT
CONTRACT**
Between
AUGUSTA-RICHMOND COUNTY
FOR
GROUNDS AND LANDSCAPING MAINTENANCE
THE
AUGUSTA REGIONAL AIRPORT

And

(CONTRACTOR)

This Contract for Grounds and Landscaping Maintenance (hereinafter designated as the "Contract") made and entered into as of _____(DATE), by and between the City of Augusta (City) for the AUGUSTA REGIONAL AIRPORT, (hereinafter designated as "Airport") and (CONTRACTOR) (hereinafter designated as "Contractor"),

WITNESSETH:

WHEREAS, the City is the owner and operator of a full service commercial airport known as the Augusta Regional Airport;

WHEREAS, the City has solicited a bid for Contract Grounds and Landscaping Maintenance for the Airport and Contractor submitted a Bid for said services which was accepted by the City on behalf of the Airport;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the City and Contractor hereby agree as follows:

The Services of the Contractor shall be in accordance with the scope of services and all provisions provided herein.

SECTION I
GENERAL CONDITIONS

1.1 DEFINITIONS

In addition to the terms that may be defined in the Bid document, which are incorporated herein by reference; the following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.1.1 Administrator- the employee assigned to administer this Contract
- 1.1.2 Airport – Augusta Regional Airport
- 1.1.3 Aviation Commission- the Commissioners tasked with the overall administration of the Airport.
- 1.1.4 Aviation Director-Gary LeTellier the person tasked with the day to day operations of the Airport.
- 1.1.5 Augusta-Richmond County or City- the Augusta-Richmond County Commission
- 1.1.6 Change Order - A written order initiated by the Administrator or Aviation Director directing the Contractor to perform changes, additions, or deletions in the work.
- 1.1.7 Contractor - The individual, partnership, or corporation who enters into a Contract with the City for the services as described in the General Conditions and the Performance Work Statement.
- 1.1.8 Contract Documents – The Bid, Form of Contract, General Conditions; Special Conditions, Performance Work Statement; Contractor's Technical and Cost inclusive, together with all addenda, supplemental change orders, required exhibits, and schedules.

- 1.1.9 Contract - The written agreement between the City and the Contractor for the performance of the work in accordance with the requirements of the Contract Documents.
- 1.1.10 General Manager - The person authorized by the Contractor to act fully on behalf of the Contractor in administering this Contract.
- 1.1.11 Performance Work Statement – The documents which describe the manner of performing the work, including detailed technical requirements as to labor, materials, equipment, and methods by which such work is to be performed, and describing the relations between the City and the Contractor.
- 1.1.12 Routine Work - As specified in the Performance Work Statement.
- 1.1.13 Subcontractor - Any individual, partnership, or corporation who is contractually bound to the Contractor to perform a specific portion of the total work package under this Contract which is limited to special projects approved by the Administrator.
- 1.1.14 Term - That period of time beginning (DATE) and ending (DATE).

1.2 INDEPENDENT CONTRACTOR/SUBCONTRACTOR

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the City's or the Airport's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The City shall not be responsible for payment of worker's compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions and Performance Work Statement.

1.3 CONTRACTOR'S PERFORMANCE

- 1.3.1 Contractor shall, at its own expense, furnish all necessary management, supervision, labor, technical support and other accessories and services for maintenance, and the performance of other services as described in these Contract Documents. Such services shall be performed in strict accordance with the General Conditions and Performance Work Statement.
- 1.3.2 All performance shall be subject to inspection and approval by the Aviation Director or his designee as provided in said Performance Work Statement. If the Contractor's performance is, or becomes unsatisfactory, as determined by the Aviation Director, an appropriate reduction in payment due will be made from Contractor's invoice and Contractor will be directed to correct the unsatisfactory performance. The correction of unsatisfactory performance shall be at no additional cost to Airport.

- 1.3.3 **No Partnership or Joint Venture; Independent Contractor.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between City and Contractor or cause City to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to City is other than as City's Contractor. Contractor must act as an independent agent and not as the agent of City in performing this Contract, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and City. No act or direction of the City shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

1.4 AUTHORIZED REPRESENTATIVES

1.4.1 CITY/AIRPORT'S REPRESENTATIVE

Airport's Representative shall be Gary LeTellier, Aviation Director or his designee.

1.4.2 CONTRACTOR'S REPRESENTATIVE(S)

Contractor must designate in writing a person(s) acceptable to Airport to serve as its representative ("Contractor's Representative") in all dealings with Airport. The initial Contractor's Representative will be Contractor's Representative may be changed upon prior written notice delivered to Airport's Representative.

1.5 PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the City and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

1.6 CHANGES

The City may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions. Written agreements, changes, or amendments to this Contract shall not be binding upon the City unless signed by the Aviation Commission.

1.7 TERM

The term of this Contract shall commence on (DATE), and shall continue for a period of one (1) year from that date, unless terminated by Airport as provided in paragraph hereof. The Contract may be renewed for one additional year at the sole option of the City. The City shall notify the Contractor at least ninety (90) days prior to the expiration date of its intent to renew this Contract.

1.8 TERMINATION

- 1.8.1 The City may, at its sole option, terminate the Contract with or without cause at any time upon thirty (30) days written notice by certified mail to the Contractor without prejudice to any other right or remedy it may have.

1.8.2 This Contract shall terminate immediately upon written notice by the City upon the occurrence of any of the following circumstances:

1.8.2.1 If, with or without the Contractor's consent, a receiver, liquidator, trustee or similar administrator is appointed to take charge of all, or substantially all, of its assets;

1.8.2.2 If either the Contractor is adjudged, or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

1.8.2.3 Of any judicial proceedings are commenced by or on behalf of the Contractor pursuant to any bankruptcy, insolvency or debtor relief law;

1.8.2.4 If the Contractor voluntarily or involuntarily undertakes to dissolve or wind-up its affairs.

1.8.3 The City shall be the sole judge of non-performance, which shall include any failure on the part of Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated or within thirty (30) days, whichever is earlier.

1.8.4 Upon failure of Contractor to perform any of its obligations hereunder and its failure to cure the default within ten (10) days after notice thereof, City may, at its option, terminate this Agreement and or pursue any other remedy at law or in equity. All such remedies are cumulative and may be exercised concurrently or separately. Contractor shall pay the City's all costs and expenses, including attorney's fees, incurred by the City in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

1.8.5 Notice of elective termination pursuant to this paragraph shall be deemed effective on the third business day after the postmark date of the certified mail notice.

1.8.6 This Contract shall terminate automatically and immediately upon the closing of the Airport facilities by the City, or if the City loses the funding necessary to maintain the Contract. Cancellation will be at no cost to the City, except for services already provided.

1.9 COMMERCIAL ACTIVITIES

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

1.10 RECORDS AND AUDIT

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. City may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta-Richmond County.

1.11 CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, City may terminate the Contract and, at its discretion, may deduct from the Contract Sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

1.12 RIGHTS AND REMEDIES

The rights and remedies of City provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

1.13 NON-APPROPRIATIONS

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year of its execution or if the City suspends performance pending the appropriation of funds.

1.14 REPRESENTATIONS AND WARRANTIES

Contractor's Representations and Warranties Regarding Capacity to Contract and Perform Work/Services. In order to induce the City to enter into this Contract, Contractor hereby represents and warrants to the City as of the date above written that:

- 1.14.1 Contractor is duly organized and validly existing in good standing under the laws of the state of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 1.14.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 1.14.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms;
- 1.14.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 1.14.5 Contractor has all State of Georgia Licenses and permits required for the performance of Landscaping and Grounds Maintenance services and shall only use properly licensed and trained persons to perform such services.

1.15 ASSIGNMENT

Without the prior written consent of City, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 1.15.1 **Consent of City Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of City will be void, except that, upon ten (10) calendar days prior written notice to City, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of City and to any deductions provided for in this Contract.
- 1.15.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 1.15.3 **Parties Bound.** This Contract will be binding upon and inure to the benefit of City and Contractor and their respective successors and assigns.

1.16 NOTICES

- 1.16.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".
- 1.16.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.
- 1.16.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.
- 1.16.4 **Addresses.**

To CITY: For all notices to City the address will be:

Airport Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to :

Augusta General Counsel
Augusta Richmond County
Department of Law
501 Greene St.
Augusta, Georgia 30901

To CONTRACTOR: For all notices to CONTRACTOR the address will be:

1.17 WAIVER

The failure of City to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by City. The provision in this Contract of any particular remedy will not preclude City from any other remedy.

1.18 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor covenants and agrees that it, its agents and employees will comply with all Georgia, county, state, and federal laws, rules, regulations, and ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods. In the event that any governmental authority imposes new or materially increased taxes upon the Contractor's operations, the parties agree to negotiate changes in billing reflecting such increased tax costs.

1.19 INSURANCE

- 1.19.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the City and the Aviation Commission, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A- or equivalent. In the event of a conflict between the provisions of the Augusta-Richmond County Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta-Richmond County Code, as amended.
- 1.19.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
 - 1.19.2.1 Richmond County and each of its Commissioners, officers, agents, elected representatives, Aviation Commission, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured.
 - 1.19.2.2 It is agreed that this insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the City or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."
 - 1.19.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days advanced written notice has been given to the City except that only ten (10) days notice shall be required in the event of cancellation due to non-payment of premium."
- 1.19.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the City and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. The required policies of insurance shall be in compliance with the laws of the State of Georgia.
- 1.19.4 If at any time the Aviation Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Aviation Commission. Contractor authorizes the Aviation Commission and/or the City's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

- 1.19.5 The acceptance of delivery to the City and the Aviation Commission of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the City or the Aviation Commission that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the City.
- 1.19.6 The Contractor and the City understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the City, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 1.19.7 Contractor's insurance companies or its authorized representative shall give the City and the Aviation Commission thirty (30) days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 1.19.8 If at any time the Airport Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the City and Aviation Commission as soon as practical but in every instance prior to expiration of current coverage.
- 1.19.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the City and Aviation Commission.
- 1.19.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:
- Workers' Compensation Georgia Statutory
- | | |
|----------------------|---|
| Employer's Liability | \$1,000,000 Limit Each Accident |
| | \$1,000,000 Limit Disease Aggregate |
| | \$1,000,000 Limit Disease Each Employee |
- 1.19.11 Property Damage. Property damage liability insurance including coverage of motor vehicles with limits not less than \$5,000,000, naming the City and the Aviation Commission as an additional insured.
- 1.19.12 Automobile Liability Insurance - Covering all owned, non-owned and hired vehicles, used in connection with the work, in amounts as indicated in (10.A.(2)) above. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Contractor.
- 1.19.13 Contractual Liability Insurance - Covering all liability arising out of the terms of the Contract Documents, in amount as indicated above.

1.19.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

1.19.15 Herbicide and pesticide environmental liability coverage with limits no less than \$5,000,000.

1.19.16 An insurance binder letter or a Certificate of Insurance must be sent to:

City of Augusta
Risk Manager
530 Greene Street
Room 217
Augusta, Ga. 30901
(706) 821-2502 (Fax)

1.20 INDEMNIFICATION AND HOLD HARMLESS

Except where, and to the extent caused by the gross negligence of the City, its agents, employees, contractors, officers or the Board of the Aviation Commission, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta-Richmond County, the Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in the Augusta-Richmond County Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta-Richmond County Code and this Contract, the broader requirement shall govern.

1.21. FORCE MAJEURE

1.21.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

1.21.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation by reason of such Force Majeure, there shall be an equitable adjustment of the schedule.

1.21.3 Contractor will not be liable for failure to perform or for delay in performance as a result of Force Majeure, including the following:

- 1.21.3.1 Any cause beyond its reasonable control;
- 1.21.3.2 Any act of God;
- 1.21.3.3 Inclement weather;
- 1.21.3.4 Earthquake;
- 1.21.3.5 Fire;
- 1.21.3.6 Explosion;
- 1.21.3.7 Flood;
- 1.21.3.8 Strike or other labor dispute;

- 1.21.3.9 Any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other transportation facility;
- 1.21.3.10 Delay or failure to act of any governmental or military authority;
- 1.21.3.11 Any war, hostility or invasion;
- 1.21.3.12 Any embargo, sabotage, civil disturbance, riot or insurrection;
- 1.21.3.13 Any legal proceedings; or
- 1.21.3.14 Failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.

1.22 PERMITS

Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

1.23 WORK PERMITS REQUIRED

Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et seq.

1.24 NON-DISCRIMINATION

The Contractor shall not discriminate against any employee, or applicant for employment, because of race, creed, religion, color, sex or national origin, marital status, physical handicap or sexual orientation. Further, Contractor agrees, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use Airport, (2) in the furnishing of services at Airport, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (3) Contractor shall use Airport facilities in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as such Title and Regulations may be amended.

1.25 AIRPORT SECURITY REQUIREMENTS/ SPECIAL IDENTIFICATION DISPLAY AREA (SIDA) BADGES

Contractor's employees may be required to operate in Airport secure areas. Contractor shall be required to obtain the Airport's Special Identification Display Area (SIDA) badges for a any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Authority (TSA) and the Airport's security requirements for the Airport including, but not limited to employee training and badging. Contractor shall cooperate with the TSA and the Airport on all security matters and shall promptly comply with any project security arrangements established by the Airport. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Premises and throughout the Airport. All employees shall be properly badged and comply with all Airport safety and security rules.

- 1.25.1 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Airport will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 1.25.2 Contractor consents to such an inquiry and agrees to make available to the Airport such books and records the Airport deems necessary to conduct the review.
- 1.25.3 Contractor shall pay all costs associated with providing SIDA badges.

1.26 HAZARDOUS MATERIALS.

Contractor shall not cause or permit any Hazardous Material to be brought, kept or used in or about the P Airport by Contractor, its agents, employees, subcontractors, or invitees. Without limiting the foregoing, if the presence of any Hazardous Material in the Airport caused or permitted by Contractor results in any contamination of the Airport, Contractor shall promptly take all actions at its sole expense as are necessary to return the Airport to the conditions existing prior to the introduction of such Hazardous Material to the Airport; provided that Airport's approval of such actions, and the corrective actions to be used by Contractor in connection therewith, shall first be obtained.

The term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated a "hazardous substance" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317, or (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or (iv) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

SECTION 2 **SCOPE OF SERVICES**

2.1 The Contractor shall provide all necessary management, supervision, labor, tools, equipment, materials, vehicles, plants, mulch and any other such items required to complete any or all of the following services at any or all of the landside facilities of the Airport:

- 2.1.1 Litter control/pickup
- 2.1.2 Power blowing
- 2.1.3 Planted bed maintenance
- 2.1.4 Lawn mowing/turf management
- 2.1.5 Application of fertilizer, pesticides, herbicides and other necessary treatment
- 2.1.6 Miscellaneous support depending on Masters' Week and other events
- 2.1.7 Leaf removal
- 2.1.8 Seasonal planting
- 2.1.9 Tree maintenance
- 2.20 Other related landscape and ground maintenance activities as requested.

2.2 The services described above and in the Performance Work Statement are to be provided to the following area types:

The required grounds/landscaping work is described, by area, below. Any workers assigned to work in a secured area are required to pass the background and security checks in order to be "badged" or they must be escorted by a "badged" Contractor employee the entire time they are in these secured areas.

AREA TYPE	APPROXIMATE QUANTITY
Parking Lots	25.1 acres
Roadway	4.4 acres (9,500 lineal feet)
Sidewalks	39,700 square feet
Grass	18.03 acres
Roadside Grass	4.1 acres
Mulched beds (trees)	16,800 square feet
Planted/mulched beds	46,600 square feet
Forest/other	15.0 acres
Trees*	460 each

Area 1: Interior gardens – Secured Concourse Area

Task	Times/ Year	Quantity	Units
Police/litter control	261	13,400	Square Feet
Seasonal planting	2	2	Planters
Weed beds/ground cover	20	5,610	Square Feet
Edge lawns, beds, ground cover	14	850	Lineal Feet
Trim shrubs/hedges	4	5,610	Square Feet
Prune shrubs/hedges	1	1,220	Square Feet
Replenish mulch/turn beds	6	5,610	Square Feet
Fertilize/treat beds	2	5,610	Square Feet
Mow lawn	42	0.13	Acre
Aerate lawn	1	0.13	Acre
Fertilize/treat lawn	6	0.13	Acre

Area 2: Passenger Terminal Perimeter

Task	Times/ Year	Quantity	Units
Seasonal planting	2	11	Planters
Weed beds/ground cover	12	5,900	Square Feet
Edge lawns/beds/ground cover	14	850	Lineal Feet
Trim shrubs/hedges	4	5,900	Square Feet
Prune shrubs/hedges	1	1,220	Square Feet
Replenish mulch/turn beds	6	5,900	Square Feet
Fertilize/treat beds	2	5,900	Square Feet

Area 3: Balance of Airside Site

Task	Times/ Year	Quantity	Units
Seasonal planting	2	2	Areas
Litter control/policing	52	25.10	Acres
Power blow parking lots	12	25.10	Acres
Weed beds/ground cover	12	28,500	Square Feet
Edge lawns/beds/ground cover	14	11,500	Lineal Feet
Trim shrubs	4	28,500	Square Feet
Trim hedges	3	6,600	Square Feet
Prune shrubs/hedges	1	35,100	Square Feet
Replenish mulch/turn beds (trees)	2	16,800	Square Feet
Fertilize/treat beds	2	35,100	Square Feet
Tree maintenance	1	460 trees	Trees
Leaf collection and removal	6	20 acres	Acres

Area 4: Turf Management

Task	Per Year	Quantity	Units
Mow lawn (unobstructed)	42	12.60	Acres
Mow lawn (minor obstructions)	42	3.10	Acres
Mow lawn (obstructed – islands, etc.)	42	2.20	Acres
Aerate lawn	1	17.90	Acres
Fertilize/treat lawns	4	17.90	Acres
Mow 1.7 miles of roadside grass	20	4.10	Acres

2.3 PERFORMANCE WORK STATEMENT

The Contractor shall provide comprehensive maintenance and upkeep of the grounds and landscaping on the Airport site as described. This shall include, but not be limited to, the operation and maintenance of irrigation systems, fencing, sidewalk, parking lot, driveway, patio, plaza, benches, lawns, ground cover, steps, plantings, beds, shrubs, flowers, trees, signage, preparation for special events, policing, litter removal, emptying and maintenance of exterior trash containers, leaf collection and removal, turf management and related activities.

2.4 GROUNDS/LANDSCAPING MAINTENANCE PERFORMANCE METRICS

These tasks and functions must be performed routinely, and done in a workman-like manner in order to achieve the highest level of quality necessary to the appearance of the Airport landside site.

2.5 LITTER CONTROL

Contractor personnel shall be responsible on a daily basis for the pickup and disposal of litter, trash, and other debris from the designated sites. Emphasis is to be placed on the policing and cleaning of areas such as parking lots, walkways, and roadways. ***This function must be performed on a priority basis, and shall be the first daily activity.*** The site shall be completely free from litter, debris, trash, and any other unwanted substances or items on the ground, in shrubs, flowerbeds, paved areas, or trees.

2.6 LAWN MOWING

The frequency for grass cutting will vary depending on the season. Generally, the grass should be maintained on a four (4) to seven (7) day cycle during the rapid growing season and a ten (10) to fourteen (14) day cycle in the slow growing season. Grass cutting shall include the uniform mowing of all lawns, weed-eating around obstacles, edging of all sidewalks and surface areas which abut the grass areas and blowing off and/or removing mowing grass clippings and debris from roadways, walkways, and parking lots. Contractor shall ensure that all assigned personnel wear proper and appropriate personal protective gear, eye and hearing protection, and boots.

2.6.1 The grass mowing shall be done to provide a uniform and consistently appearing 2½ inch level of grass by removing no more than 1/3 of the length of the grass at each mowing. The grass shall not be allowed to grow to more than 3 ½ inches. The grass mowing shall be on a scheduled, continuous basis to present a consistent appearance.

2.6.2 The Contractor shall ensure cutting blades on the mowing equipment is sharp at all times. All safety devices provided with this machine and all other types of equipment shall always remain in good working condition and shall not be removed.

2.6.3 During the edging procedures, no steel blade edges shall be used along sidewalks with brick pavers or other masonry-like materials. These areas shall be trimmed using weed-eaters with synthetic string, to avoid damage to the adjacent area.

2.6.4 While the grass mowing is being completed, the worker shall be especially cognizant and aware of pedestrians and other traffic in the area and shall act in a courteous manner when interrupted, and shall always keep the safety of the pedestrians foremost in their minds.

2.7 SHRUB AND BED MAINTENANCE

The shrubbery and other plantings within the described sites are the responsibility of the Contractor. The maintenance of the shrubbery also includes the maintenance of beds around the shrubbery, and other adjacent ground cover and beds within the area.

2.7.1 On a daily basis, all beds shall be policed for litter and other foreign debris. Weeds shall be removed from the beds on a bi-weekly basis, or as they appear. As the mulch or ground cover becomes matted, it is to be turned and freshened as necessary. All shrubs and other plantings which require pruning should be pruned no more than one (1) time per year and should be trimmed approximately six (6) times or as needed per year in order to maintain an attractive appearance.

2.7.2 Comprehensive bed maintenance shall be performed for combined shrub and flower beds a minimum of four (4) times per year. This comprehensive maintenance shall include:

- 2.7.2.1. fertilization of the plantings;
- 2.7.2.2. turning, refreshing, and replacement of mulch and ground cover;
- 2.7.2.3. trimming along the edges of the beds; and
- 2.7.2.4. replacement of any protective barriers.

2.8 SPRAYING/FERTILIZER MAINTENANCE

The application of various chemicals shall be limited to those chemicals that are deemed acceptable by the Environmental Protection Agency and have been approved for use at Airport. Basically, the application of these chemicals shall be as follows:

- 2.8.1 Apply insecticide and fungicide to plant life as determined by the designee or as needed;
- 2.8.2 Dry fertilizer applied to lawn areas three (3) times per year in March, July, November;
- 2.8.3 Dry fertilizer applied to plants, trees, and other plantings two (2) times per year, in March and November;
- 2.8.4 Foliage spray fertilizer shall be applied on an ongoing basis during the year; and
- 2.8.5 Shall provide MDS sheets.

2.9 TREE TRIMMING/REMOVAL

This function shall take place on a routine basis and as needed depending upon needs caused by severe weather, wind, or other occurrences. Low tree branches, shaping (consistent to a height of 6'0"), dead wood removal and dead tree removal shall be routine. The trimming of large hedges, shrubs, bushes, trees and other plants shall be an ongoing process which will be determined on a priority basis for trees, and as needed for other plants.

2.9.1 The appearance of the trees will be consistent throughout the site. The final shape of hedges and trees will be consistent with the guidelines provided by the Administrator.

2.9.2 Contractor shall not remove any tree except as provided by the City's Tree Ordinances, unless directed to do so by the FAA, other federal agency, or as directed by the Administrator.

2.10 IRRIGATION

The Contractor shall be responsible for the irrigation of the lawns, shrubs, and other landscaped areas. The irrigation shall be accomplished by using the existing irrigation system, and individual placement of sprinklers and watering devices as needed. The Contractor shall continuously evaluate the need for irrigation, and shall so schedule the irrigation work on an as-needed basis. Grounds keeping workers shall manually irrigate as required.

2.11 AERATING AND TOP DRESSING

Grass and turf areas shall be aerated as necessary. Also, when poor soil conditions become evident, the Contractor shall aerate and use a top dressing material such as silica sand on these turf areas to improve the soil structure.

2.12 PRE-RAPID GROWTH SEASON

Depending upon conditions, seasonal commencement of activities usually begins between early to mid-March. Activities should include:

- 2.12.1 All outlying grounds shall be checked for accumulation of debris, including branches, leaves and miscellaneous trash. Cleanup should include the entire site.
- 2.12.2 All mulch beds should be refurbished. Turn over the top layer of mulch and add material as needed, maintaining two to three inches of cover.
- 2.12.3 Conduct soil testing, on a 2 to 3 year cycle, including turf areas and shrub and planting beds.
- 2.12.4 A one-time application of dormant oil spray is applied during this period.
- 2.12.5 Apply soil sterilants to walks, islands and other paved surface areas, as needed.
- 2.12.6 Edging of all curbs, walks and mulch areas.
- 2.12.7 In some areas, an initial mowing of all turf areas to remove dormant or dead accumulation of grass.
- 2.12.8 Complete seasonal planting in all prescribed areas, islands, and planters

2.13 GROUNDS MAINTENANCE METHODS.

The following tasks shall be undertaken to ensure proper grounds maintenance:

2.13.1 Litter and Trash Removal

Trash removal shall be conducted on a daily basis. Groundskeepers shall collect and properly dispose of wind-blown paper, beverage cans and bottles, broken glass and other trash and debris. Trash should be collected in disposable plastic bags, which, when full, shall be sealed using ties or closures or by tying knots in the bags, to prevent spillage of debris. Groundskeepers shall wear gloves to protect themselves from cuts, scratches, or punctures.

2.13.2 All collected trash and debris should be placed in the nearest available container, or placed at the appropriate pick-up point.

2.13.3 The above tasks shall take place daily, prior to any other grounds functions. At no time should mowing begin prior to completion of trash removal.

2.14 MOWING

Prior to commencing any mowing, equipment operators should, on a daily basis, check all fluid levels, gasoline supply, and lubrication needs. Additional inspection of belts, hoses and blades should be conducted as needed. Equipment operators shall wear safety glasses and steel-toed shoes at all times. Operators shall not leave the machine while it is running. Operators or mechanics shall not perform any adjustments or maintenance while the equipment is operating or in view of the public.

2.14.1 For maximum efficiency and to prevent damage to grasses, mower blades should be kept sharpened. Avoid mower damage by keeping area free of wire, sticks, bottles, cans, rocks, branches, stumps or other harmful objects. Paper and litter should be collected prior to mowing. Operating speeds for walk behind mowers should not exceed a moderately fast walking pace, allowing the operator to continuously scan all adjacent areas.

2.14.2 Contractor shall not perform any close mowing that starves the grass roots because of inadequate top growth, permits soil moisture to evaporate more rapidly, or aids the growth of crab grass. Contractor acknowledges that shallow, weak-rooted turf provides poor cover and permits invasion of weeds.

2.14.3 Mowing patterns are determined by desired results and by the site layout. In each case, every corresponding cutting path should overlap the preceding lap by 3 to 6 inches for walk behind mowers, up to 12 to 18 inches for larger mowers.

2.14.4 Grass clippings may be redistributed so long as they are kept short. Operations should cut no more than 1/3 of the grass blade at each mowing. Clippings shall then be short enough to deteriorate quickly and return nutrients to the soil. A season's worth of clippings equates to one application of commercial fertilizer. The reuse of clippings can be used as a form of recycling and a component of good solid waste management practices.

2.15 EDGING AND TRIMMING

Prior to or immediately after mowing, edging and trimming should occur around all buildings, walkways, trees, shrubs, beddings, fences, walls, curbs or other fixed or permanent structures.

2.15.1 Prior to commencing edging or trimming, the equipment operator should check gasoline levels and other fluid levels, and inspect the trimmer for safety and performance, including trimming string spool supply, loose fittings, bolts or screws. For trimmers/edgers with rigid blades, the blade shall be kept sharp and it shall be replaced when it becomes shorter than manufacturers' recommendations.

2.15.2 The equipment operators shall wear safety glasses at all times when operating a trimmer/edger. The operator shall be aware of pedestrians near the work area and shall cease edging/trimming if a pedestrian is close enough to be struck by loose material thrown by the equipment.

2.15.2 Edging should be completed approximately every 2 to 4 mowings and should produce a 1/2 "by 2" trench at the transition edge.

2.15.3 At no time should a rigid blade edger be used along walks with brick pavers, quarry tile, ceramic tile or other such surfaces. String trimmers shall be used in those areas.

2.16 MULCHING

Mulching shall be used as a practical means to reduce evaporation, prevent excessive soil temperatures and also provide an acid condition of surface soil for acid-loving plants. Peat, wood chips, decomposed sawdust, pine straw, hay and similar materials are suitable for mulching. These shall be applied in surface layers to 2 to 3 inch depths around the base of plants, extending as far from central stems as the leaf canopy. Planting beds shall be mulched completely within the defined borders of the bed. The mulch should be replenished each spring, or as needed due to decay or material dispersal.

2.17 AERATION

All turf areas shall be aerated a minimum of once per year by means of removing soil material from the ground, which includes a cylindrical core or spoon. Areas susceptible to excessive foot traffic and compaction, should be aerated a minimum of two times per year. In heavy and compacted soils it may be necessary to utilize slit aeration as the means of penetration. Aeration should be a standard practice in association with fertilizing, liming, and over-seeding. Care should be taken in any spring aeration so as not to interfere with a barrier layer of pre-emergent chemicals.

2.17.1 Prior to operation, the aeration equipment should be inspected for fluid levels, belts, drives and other operating deficiencies. A checker board pattern is recommended with a 3-6 inch overlap for walk behind machines and 12-18 inch overlap for towed units, to assure aeration of all turf areas.

2.18 FERTILIZATION

Fertilizers shall be applied to soil to establish and maintain healthy and vigorous growth. The Contractor shall utilize commercial fertilizers which generally contain nitrogen, phosphate, and potash. Contractor acknowledges that the amount of each element required depends upon the type of soil, the vegetation desired, and the climate and shall perform an analysis of the soil to determine the type of fertilizer necessary. Types of fertilizers, times of application, and the amount to be applied each time should be included in the exterior maintenance plan or landscaping maintenance plan.

2.18.1 Fertilizers containing one or more of the three main elements are available commercially and the percentage of each element is indicated on the tag or label of the bag.

2.1.8.2 The principal plant food elements be properly balanced when growing grasses and that this balance be maintained after the vegetation is established. The rate of application, therefore, should vary and should be governed by the results of soil tests and the amount of rainfall.

2.1.8.3 Improved areas require two to three pounds of nitrogen per one thousand square feet. Divide the annual amount into two applications per year when fertilizing cool season grasses on improved areas. With two applications, apply one in early spring and the other in early fall.

2.1.8.4 Contractor shall insure that fertilizing occurs prior to the foliage of trees, shrubs and ground covers takes on a yellow-tinge and the leaves become sparse and small.

2.19 The following guidelines should be observed when fertilizing trees, shrubs and vines:

2.19.1 Trees: Apply recommended fertilizer (depending upon the type of tree, condition of soil, etc.) per inch of trunk diameter at the drip line of the tree. Punch holes with a crowbar about 18 inches deep at a three foot spacing along the drip line, so the fertilizer can get to the roots. For large trees, punch holes every three feet along a circular path three feet inside the drip line, in addition to those along the drip line. Stagger holes in the two circles.

2.19.2 Shrubs: Apply recommended amounts of fertilizer to the shrubs, the amount depending on the size. Scatter the fertilizer at the base of the shrub, work it into the soil and then water to carry it into the soil (except in seasons of heavy rainfall).

2.19.3 Vines: While the foliage is dry, scatter fertilizer by hand or with a broadcast spreader in quantities and types depending upon the type of vines.

2.20 PRUNING TREES

Existing trees (except conifers) shall be pruned as needed by a qualified worker to thin out any overly dense crowns, to shorten long or weak limbs, and to remove dead, dying, diseased, or injured wood. Young trees should be pruned at planting time to compensate for loss suffered in transplanting. Shrubs and vines should be pruned to remove undesirable growth, dead branches to develop a desirable shape.

2.20.2 Prune trees at the time of planting to improve structure and to reduce top growth to compensate for roots lost in moving. Do not prune trees that have been pruned at the nursery.

2.20.3 When removing a branch, make the cut flush with the main branch. Do not leave a short stub, because the healing callus cannot close over the stub, which will decay and may prematurely injure the tree. When cutting back a branch, cut to a bud so as not to leave a stub.

2.20.4 Hold back the spread of the limbs by pruning as the young transplant grows until the trunk develops and becomes able to support a large crown.

2.21 PRUNING SHRUBS

2.21.1 Evergreen shrubs and vines: Remove undesirable growth periodically. Cut dead branches back to live wood. Remove exceptionally long branches to well inside the main body of the shrub. Shrubs shall be made to remain constantly fresh, neat, and limited to relatively new wood by selection and thinning. Most shrubs should be encouraged to grow in sprays, either somewhat stiffly, or arching outward (depending on the type of shrub), covered with flowers and berries and thus obtaining the greatest natural beauty. Plants of prostrate habit, planed as ground coverage, should be forced to remain prostrate by cultivating their lateral growth and by pruning away all erect branches.

2.21.2 Deciduous shrubs: Prune these immediately after the flowering stage. Old wood, easily recognizable by rougher, darker colored bark, should be pruned back or taken out entirely. These shrubs bloom on the new growth and this growth should be encouraged to reach its greatest strength and fullness before a new spring arrives.

2.21.3 Vines: Shall not be pruned except to remove loose ends and branches that encroach upon windows and doors and threaten to work their way under roofing tile or into trees. Vines should be lead and fastened on trellises or fences.

2.22 WEED CONTROL

Weeds and brush must be controlled to permit the vigorous growth of desired plantings, to prevent erosion of drainage ways and reservoirs, to eliminate objectionable plants, and reduce fire hazard. Where it is necessary to control weeds for protection of desirable covers, complete eradication is seldom justified. Contractor may employ various techniques to effectively control weeds.

Weeds may be controlled by:

- 2.22.1 Use of chemicals (herbicides).
- 2.22.2 Mowing and chopping.
- 2.22.3 Tilling the soil.
- 2.22.4 Planting the area with other types of vegetation that have superior competitive characteristics.
- 2.22.5 Changing the soil's fertility or acidity so that problem weeds will be less able to compete with the desired vegetation.
- 2.22.6 Manipulation of water level at critical times to destroy some water-weeds.

- 2.23 Although it is usually a relatively simple matter to kill most weeds, it is often difficult to prevent their return from seed or still living portions of plants. A complete program should be developed in cooperation with specialists before weed control projects are undertaken at the Airport.

2.24 BED MAINTENANCE

Routine maintenance of shrubbery and landscape beds should include trash collection and removal, mulch restoration, the removal and replacement of individual plantings, fertilization and weed control. Fertilization may be accomplished in the spring using a balanced controlled release fertilizer in a granular liquid form. Weed control in most areas may be in the form of a pre-emergent spring application. In addition, a combination of contact sprays and minimal manual cultivation shall be required on a bi-weekly or monthly schedule.

2.25 WATERING

Turf and bedding areas should be watered at such frequencies as weather conditions require to replenish soil moisture. Watering should be done usually in early mornings, except in periods of high winds. Watering should be of such duration as to prevent excessive moisture run-off.

3.0. DUTIES OF THE ADMINISTRATOR AND CONTRACT COORDINATOR

- 3.1 The person responsible for the performance of this Contract on behalf of AIRPORT is the Administrator. The instructions of the Administrator will be strictly and promptly followed in every case. The Administrator shall have free access to the materials and the work at all times for measuring and inspecting the work. The Contractor is to afford the Administrator all necessary facilities and assistance for so doing.

3.2 The Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Administrator will decide all questions that may arise as to the interpretation of the Performance Work Statement, and plans relating to the work and to the fulfillment of the Contract on part of the Contractor. The Administrator will determine the amount and quality of the various kinds of work performed and materials furnished which are to be paid for under the Contract. However, such instructions shall not change the status of the Contractor to that of an employee or agent of the City. The Administrator's or designee's decisions upon all claims, questions, and disputes will be final and conclusive upon the parties to this Contract.

3.3 The Administrator or his designee may make temporary changes in the routine tasks or task frequencies if such changes do not increase or decrease the Contractor's costs. Such changes shall not be considered modifications of the Contract and shall not affect the amount or method of payment to the Contractor.

4.0. CONTRACTOR EMPLOYEES

4.1 Contractor shall provide trained, qualified personnel to perform the duties required in accordance with the Performance Work Statement. Any Contractor employee assigned to work in the gardens located in secure Airport areas shall undergo a background check to receive the clearance necessary for the employee to work in "Secure Areas" without an escort. The Contractor will bear the cost for any background checks.

4.2 Subject to controlling law, the Administrator will refuse to permit the Contractor to use any employee on this job if the Administrator reasonably deems that individual to be unfit to work at the Airport facilities in any respect.

4.3 Contractor shall instruct its employees that no gratuities shall be solicited for any reason whatsoever from occupants or other persons using the Airport facilities or any other person.

4.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to City, County, and Transportation Security Administration and Federal Aviation Administration regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Airport reserves the right to require the removal of Contractor employees from assignment to its site.

5.0 CONTRACTOR'S COMPENSATION

5.1 Contractor shall be compensated for work as follows:

6.0 ENTIRE AGREEMENT

This Contract, together with all of the Contract Documents, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

6.1 GOVERNING LAW

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and City fix jurisdiction and venue for any action brought with respect to this Contract in Augusta-Richmond County, Georgia.

6.2 LEGAL CONSTRUCTION

If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

6.3 PRIOR CONTRACTS SUPERSEDED

This Contract and the Contract Documents constitute the sole and only agreement between Contractor and City with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

6.4 COUNTERPARTS

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one Contract.

6.5 FURTHER ACTS

City and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

SIGNATURE PAGE