Specifications and Contract Documents

For

CEMETERY GROUNDS MAINTENANCE

RFP #19-0807-01
City of Dublin, Georgia
August 2019
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REQUEST FOR PROPOSALS #19-0807-01
FOR CEMETERY GROUNDS MAINTENANCE SERVICES

The City of Dublin is seeking proposals from qualified and experienced contractors interested in providing grounds maintenance services for City of Dublin Cemeteries (Northview, Cross the Creek and Old City Cemetery). Proposals will be received at the Purchasing Office, 215 Truxton St. in Dublin, Georgia, until 3:00 P.M., local time, on August 27, 2019.

Services to be provided consist of furnishing all materials, equipment and labor necessary to perform grounds maintenance services, including but not limited to mowing, edging, and trimming, at three city-owned cemeteries and surrounding city rights-of-way. The work will be awarded in one Annual Contract with two (2) one-year renewal options.

Contract documents will be on file at the procurement office, 215 Truxton St, Dublin, Georgia or downloaded from the City of Dublin website: www.cityogdublin.org. Proposers downloading contract documents assume responsibility for downloading all addenda published on City of Dublin website prior to submittal of Proposals.

Owner’s Right: City of Dublin reserves the right to reject any or all proposals, to waive informalities, and to make an award deemed in its best interest. City of Dublin reserves the option to negotiate terms, conditions and pricing with the selected proposer at its discretion.

For further information or clarification, contact office of the Purchasing Director at (478) 277-5047.

City of Dublin, Georgia
Kris Harden, CPPB
Purchasing Director
II

INSTRUCTIONS TO PROPOSERS

1.1  INTRODUCTION

In responding to this solicitation, it is important that all proposers follow the prescribed format so that each proposal can receive fair and objective treatment in the City’s review and evaluation process.

1.2  Schedule of Events

This Request for Proposal (RFP) will be governed by the following schedule:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>Wednesday, August 7, 2019</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>Wednesday, August 14, 2019</td>
</tr>
<tr>
<td>Answers to written questions</td>
<td>Monday, August 19, 2019</td>
</tr>
<tr>
<td>Proposals due</td>
<td>Tuesday, August 27, 2019 at 3:00PM</td>
</tr>
</tbody>
</table>

1.3  Restriction on Communications with Staff

All questions about this RFP must be in writing and include company name and citation of relevant section of the RFP. Please direct questions to the Purchasing Director:

Address: Kris Harden, PPB
         Purchasing Director
         City of Dublin
         P. O. Box 690, Dublin, GA  31040
         215 Truxton Street, Dublin, GA 31021

E-mail: hardenk@dlcga.com

Fax: 478.275.4452

No questions other than written will be accepted. No response other than written will be binding upon the City of Dublin. Questions will be combined into one list of questions and responses and will be posted on the website.
2.0 PROPOSAL PREPARATION INSTRUCTIONS

2.1 Proposal Evaluation Criteria

The City of Dublin will evaluate proposals and select a firm that provides best value based on a combination of the following submission criteria:

2.1.1 Company Profile:
Include description of proposer’s size and organization. Include discussion of proposer’s financial stability, capacity, resources and any other information pertinent to delivery of quality service.

2.1.2 Specific Project Experience:
Experience with contracts of similar size and scope including federal, state and local government contracts (particularly monuments and cemeteries). Provide list of all clients for past 3 to 5 years including dates of service and client contact person (name, title and phone number).

2.1.3 Safety and Insurance Information:
Include insurance documentation and proposed site safety plan. Explain any lawsuit or litigation resulting from any public project undertaken by the proposer including projects where claims or settlements were paid by the proposer or his insurers within the last five years.

2.1.4 Contract Plan:
Approach to provide requested services including evaluation of each site, proposed scheduling, plans for contingencies and proposed staffing (minimum personnel response). Include quality standards set and maintained by proposer.

2.1.5 Local Participation:
Proximity of proposer to Dublin (Actual mileage from headquarters to Dublin City Hall)

2.1.6 Proposal Price:
Section III Proposal Pricing

2.2 Packaging of Proposal
Proposal Submissions must be in a sealed package containing three (3) hard copies. The sealed package must be labeled as follows:

(Vendor Name)
RFP #19-0801-01
Cemetery Grounds Maintenance

Proposal submission must consist of the following documents:

- Proposal narrative/documentation addressing proposal criteria 2.1.1 through 2.1.5 above
- Completed and signed proposal form (Section III of proposal package)
2.5 Submission of Proposal

Original and two (2) copies of the proposal response must be delivered no later than 3:00 P.M. on Tuesday, August 27, 2019. Proposals must be submitted to:

City of Dublin
215 Truxton St.
Purchasing Office
Dublin, GA 31021
Attention: Kris Harden, CPPB, Purchasing Director

Any proposal received after the due date and time will not be evaluated.

2.6 Rejection of Proposal/Cancellation of RFP

The proposer acknowledges that the City of Dublin reserves full freedom (in addition to the right to reject any and all proposals) in awarding proposals to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior City experience. In addition, the proposer recognizes the right of the Owner to reject a proposal if the proposer failed to furnish any required submittals on the date required by the RFP documents, or if the proposal is in any way incomplete or irregular. Hence the City may award to other than the lowest proposer if in the judgment of the City and the interest of the City will be best served by award to another.

3.0 TERMS AND CONDITIONS

3.1 RFP Amendments

The City of Dublin reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be sent to all vendors who have received the RFP document.

3.2 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a written request to the Procurement Coordinator. A request to withdraw a proposal must be signed by an authorized individual.

3.3 Proposal Costs

The cost for developing the proposal or the submission of the proposal is the sole responsibility of the proposer. The City of Dublin will not provide reimbursement for such costs.
3.4 Responsibilities of Prime Contractor

The successful proposer will be considered as the prime contractor and will be required to assume total responsibility for services offered in the proposal whether or not the company is the manufacturer, producer, value added reseller, author, or supplier of the items or services. The City of Dublin will consider the successful proposer to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

Prior to final selection, proposers may be required to submit additional information that the City of Dublin may deem necessary to determine the proposer’s qualifications.

3.5 Firm Price

Prices offered by the proposer will be firm and not subject to increase during the term of any contractual agreement arising between the City of Dublin and the successful proposer as a result of this RFP.

3.6 Execution of Contract

Upon the acceptance of a proposal, a contract will be prepared for execution. Only after contract has been signed by the mayor and counterparty can services begin. In the event that the successful proposer fails, neglects or refuses to execute the contract within ten (10) days after the mailing of said contract, the City of Dublin may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect. Incorporated by reference into the contract which is to be entered into by the City of Dublin and the successful proposer will be all of the information presented in or with this RFP and the proposer’s response thereto, and all written communications between the City of Dublin, its agents, and the successful proposer whose proposal response is accepted.

3.7 Exemption from Federal Excise & Sales Tax

The City of Dublin is exempt from federal excise tax and sales tax. Net price as shown in the cost proposal shall be exclusive of such taxes.

3.8 Statement of Time

Time, when stated as a number of days, shall include Saturdays, Sundays, and legal holidays.

3.9 Conflict of Interest

If a proposer has any existing client relationship that involves the City of Dublin, the proposer must disclose each relationship.

3.10 Location and Site:
The site of the proposed work is in Dublin, Georgia at locations shown on plans.

3.11 Correlation and Intent of Documents:

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the documents is that the Contractor will furnish all labor and equipment, materials, accessories, fittings, transportation, tools and appurtenances, such as may be reasonably required under the terms of the Contract to deliver services as specified.

The drawings are intended to conform and agree with the specifications; if however, discrepancies occur, the Public Works Director will decide which shall govern.

3.12 Interpretations:

Requests for interpretations of drawings and specifications must be made in writing to the Procurement Coordinator at hardenk@dlcga.com not later than August 9, 2019. Any interpretations made to proposers will be issued in the form of Addenda to the Specifications and sent to all proposers.

3.13 Rejection of Irregular Proposals:

Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations of form, additions not called for, conditions, unauthorized alternate proposals or irregularity of any kind.

3.14 Insurance, Proof of Carriage:

The contractor will be required to furnish the Owner with satisfactory proof of the carriage of the insurance required.

3.15 Proposers Notice:

Proposers are hereby notified and agree by submission of their Proposal that, after award of the Contract, should additional items not listed in the Proposal become necessary and require unit prices not established by the Proposal, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal.

3.16 Title VI Compliance:

Owner hereby notifies all bidders and responders to this request to bid or request for proposals, as the case may be, that it will affirmatively ensure that in any contract entered into pursuant to this
advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids or responses to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
PROPOSAL

CEMETERY GROUNDS MAINTENANCE
RFP #19-0701-01
CITY OF DUBLIN, GEORGIA

Place: Purchasing Dept.
215 Truxton Street
Dublin, GA

Date: August 27, 2019
Time: 3:00 PM

Proposal of _________________________________ (hereinafter called “Proposer”) a corporation, partnership or individual business organized and existing under the laws of the State of ______________________________

To: Mayor and Council
City Hall
100 S. Church St.
Dublin Georgia (hereinafter call OWNER)

Mayor and Council

The proposer, in compliance with your Request for Proposal for the City of Dublin Cemetery Grounds Maintenance Services and having examined the scope of work, plans with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the proposed services including the availability of equipment and labor, hereby proposes to furnish all labor, equipment, and supplies and to perform the services in accordance with the contract documents for the price proposed. This price is to cover all expense incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

Proposer acknowledges receipt of the following addenda:
Proposer agrees to perform the work described in the Scope of Services for the following prices:

**BASIC GROUNDS MAINTENANCE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Est. Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Northview Cemetery Improved Grounds Maintenance</td>
<td>20</td>
<td>Per Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cross the Creek Improved Grounds Maintenance</td>
<td>20</td>
<td>Per Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Old City Cemetery Improved Grounds Maintenance</td>
<td>10</td>
<td>Per Service</td>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL BASE PRICING**

The prices shown shall include all labor, materials, supplies, equipment, overhead, profit, insurance, licensing, permitting, disposal, etc., to perform services of the several kinds called for including, but not limited to, mowing, trimming and edging of improved grounds as specified for the 2019 base-year period with two one-year renewal options in 2020, 2021. Contract may be further extended by mutual agreement.

Proposer further agrees to perform optional supplemental services described in the statement of work for the base-year and option year periods for the following prices. Please note these services are optional and owner reserves right to procure these services separately. Also, proposer may, at their discretion, incorporate treatments as part of the foregoing improved grounds services. Such discretionary treatments shall be included in the Basic Grounds Maintenance Services pricing:

**SUPPLEMENTAL SERVICES**

**FIRE ANT CONTROL**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Northview Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cross the Creek Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Old City Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
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</tbody>
</table>
### SUPPLEMENTAL SERVICES (Continued)

#### HERBICIIDE TREATMENT

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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Northview Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cross the Creek Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Old City Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
</tbody>
</table>

#### PLANCT GROWTH REGULATOR TREATMENT

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Northview Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Cross the Creek Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Old City Cemetery Improved Grounds Maintenance</td>
<td>Per Application</td>
<td></td>
</tr>
</tbody>
</table>

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving proposals.

The proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the RFP.

The proposer understands that the Owner reserves the right to deploy in-house or conscript labor at his discretion to supplement contractor services, or to perform right-of-way and easement maintenance. This option may also be exercised to bring project cost within the Owner’s budget. Owner further reserves the right to adjust the scope of services as required to bring project cost within Owner’s budget.
The proposer agrees to commence work under this contract on or before a date to be specified in a written order of the Owner and to perform the work for the prescribed base-year period as stipulated in the statement of work.

_________________________________________  Seal (if bid is by Corp)
Proposer

_________________________________________
By

_________________________________________
Title
IV

CONTRACT

THIS AGREEMENT, made and entered into this ______day of__________________, 2019 by and between City of Dublin, Georgia (Party of the First Part, hereinafter called the “Owner”) and (Party of the Second Part, hereinafter called the “Contractor”) for the performance of grounds maintenance services (hereinafter called the Project).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in this Proposal, to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified, in strict conformity with the drawings and specifications hereinafter set forth, which drawings and the specifications, together with the foregoing Proposal made by the Contractor are hereby incorporated into and made a part of this Agreement. The work covered by this agreement includes all work shown on plans and specifications, to-wit:

THE CONTRACTOR shall commence the work with adequate force and equipment on a date to be specified in a written order of the Public Works Director of Owner or his designee and shall perform the work for the prescribed base-year period as stipulated in the scope of services.

THE OWNER shall pay and the Contractor shall receive the prices stipulated in the Proposal as full compensation for everything furnished and done by the Contractor under this contract, based on the quantities shown in the Proposal, which sum shall be paid monthly in accordance with actual work completed. Contractor shall, on a monthly basis, prepare and submit an invoice, indicating work performed and approved additional expenses incurred during the applicable previous time period, together with such supporting documentation that may be required by the City of Dublin. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

ADDITIONAL TERMS:

1. SCOPE OF SERVICES: The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to perform services described in attached Scope of Services. Maps of areas maintained are provided in attached site plans. All work performed shall be in accordance with applicable laws, regulations, standards, instructions, and commercial practices.
2. **PROJECT PLANS:** Contract Plans supplementing the Scope of Services are incorporated as follows:

Cemetery Grounds Maintenance  
City of Dublin Georgia  
February 2018

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Northview Cemetery</td>
</tr>
<tr>
<td>2</td>
<td>Cross the Creek Cemetery</td>
</tr>
<tr>
<td>3</td>
<td>Old City Cemetery</td>
</tr>
</tbody>
</table>

3. **UTILITY SERVICE:** Reasonable quantities of water will be made available from existing city taps for use on this project if needed.

4. **USE OF CHEMICALS:** All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

5. **CLEANING UP:** The contractor shall remove from the Owner's property and from all public and private property, at his own expense, all temporary structures, signs, rubbish, and waste material resulting from his operations.

6. **CONTRACTOR'S INSURANCE:**

   Said project shall be performed at the sole risk of the Contractor and the Contractor agrees, without regard to negligence on the part of the Owner to save the Owner, and to hold the Owner harmless from and against all claims, damages, expense and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the performance of services, maintenance, use, operation or presence of the project, or to the presence of the equipment or employees of Contractor, on the Owner's property.

   The Contractor shall carry Workmen's Compensation Insurance and shall have all subcontractors carry Workmen's Compensation Insurance and shall carry Comprehensive Liability Insurance covering all operations and vehicles.

   The Contractor shall submit certificates of insurance showing minimum coverage as follows:
(1) Workmen's Compensation - As required by State Law

(2) Comprehensive General Liability

(a) Each Person $ 500,000
(b) Each Occurrence $ 1,000,000

(3) Vehicle Liability

(a) Each Person $ 300,000
(b) Each Occurrence $ 500,000

(4) Property Damage Insurance

(a) Each Occurrence $100,000
(b) Aggregate Limit $200,000

7. **TERMINATION:**

A. **Owner May Terminate for Cause.** The occurrence of any one or more of the following events will justify termination for cause:

1) Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment to render services when needed);

2) Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3) Contractor’s disregard of the authority of the Public Works Director or his designee; or

4) Contractor’s violation in any substantial way of any provisions of the Contract Documents

If one or more of the foregoing events occur, Owner may, after giving Contractor seven days written notice, terminate the services of Contractor.

B. **Owner May Terminate For Convenience.** Upon fourteen days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
1) for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3) for all claims, costs, losses, and damages incurred in Subcontractors, Suppliers, and others; and for reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination

8. NOTICES: All notices or other communications required and permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party.

9. GOVERNING LAW AND CONSENT TO JURISDICTION: This Agreement is made and entered into the State of Georgia and this Agreement and its rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

10. WAIVER OF BREACH: The waiver of breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

11. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with the terms.

12. DISPUTES, RESOLUTIONS, CLAIMS, AND LITIGATION: All claims, disputes, interpretations, rights and all other issues arising under the terms of this Contract, the Contract Documents and performance of the work shall be heard and determined by the Presiding Judge of the Superior Court of the County where this project is located. The Contractor hereby consents to said Court having jurisdiction over the Contractor concerning all matters arising under the terms of said Contract.

13. ENTIRE AGREEMENT. The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document signed by both Parties.
14. **DAMAGES:** Contractor further agrees to be fully responsible for any and all property damage or personal injury incurred by the acts of Contractor, his agents, or employees, and to hold the Owner harmless, as well as indemnify the Owner for any allegation of claim, direct or indirect, for personal injury or property damage as may be brought against the Owner by reason of any act of the Contractor, his agents, or employees, in carrying out the duties required of Contractor as set forth herein.

15. **TITLE VI COMPLIANCE:** The Parties agree that they will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by regulations of the United States Government pertaining thereto and that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity pursuant to this Agreement.

**IN WITNESS THEREOF,** the parties hereto have executed this Agreement in quadruplicate, this__________day of__________________, 2019

**ATTESTED:**

____________________________________
(Owner) City of Dublin, Georgia

**ATTESTED:**

____________________________________
(Contractor)

Executed in Quadruplicate

___ of 4
1.0 **Description of Services.** The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at designated cemetery properties in a manner that will maintain healthy grass and a professional appearance in accordance with this contract. This also includes the outer perimeter of the site. Maps of areas maintained are provided. All work performed shall be in accordance with applicable laws, regulations, standards, instructions, and commercial practices.

1.1 **Improved Grounds Maintenance.** The contractor shall provide services identified below for all improved grounds as identified in site plans. Except as otherwise prescribed, mowing frequency will be as needed to maintain improved grounds as specified. Contractor shall take into consideration annual events in managing mowing schedule with emphasis on cemetery maintenance prior to Memorial Day and Veteran’s Day. Likewise, park maintenance shall take into consideration Memorial Day, Independence Day, Labor Day or special events as specified by the Public Works Director.

1.1.1 **Turf Areas.** Grass, weeds and vegetation shall be mowed between 2 to 4 inches, on improved grounds (including drainage ditches) or as otherwise professionally recommended for local turf type and region. Grass clippings shall be removed or mulched when visible after mowing. All tree limbs, pine cones, litter and other debris shall be picked up and disposed of at designated location onsite prior to each mowing. Ditches shall be free of shrubs, trees, silt and trash in order to keep water free flowing. Contractor shall dispose of collected material at designated location on-site. All damage by the Contractor to Owner’s, public, or private property due to performance of mowing operations shall be repaired or replaced by the Contractor at no additional cost to the Owner within 15 days after identification/notification.

1.1.1.1 **Trimming.** Grass, weeds and vegetation shall be trimmed around trees, shrubs, buildings, fences, poles, posts, head stones, monuments, and other fixed obstacles on improved grounds. Trimming height shall match surrounding area grass heights. All areas shall be trimmed concurrent with mowing. Litter, trash or other debris shall be picked up and disposed of properly during trimming operations. Damage to trees and shrubs from trimming shall be repaired by the Contractor at no additional cost to the government. If a plant should die or become unhealthy due to damage, the Contractor will be responsible for replacing the damaged plant with a plant of same size and type. Plant replacement shall occur within 15 days after identification and/or notification.

1.1.1.1.1 **Cemetery Maintenance.** Head stone / monument trimming shall be accomplished in such a way as to prevent grass from staining headstones and to protect the historical integrity of the area. Any damage to head stones or monuments will be repaired at the Contractor’s expense.

1.1.1.2 **Edging.** Sidewalks, driveways, curbs, slabs, pavilions, and other concrete or asphalt edges shall be edged in improved grounds. Edge no more than 1/2-inch from the hard surface
edge, maintaining an even contour with the edge surface, uniform in appearance and free of scalping, rutting, and uneven or rough cutting. Grass, vegetation and dirt from edging operations shall not be left on paved surfaces.

1.2 **Supplemental Services:** Product selection shall be approved by the Public Works Director. Contractor shall procure, handle, apply, and dispose of all products, including chemicals, in accordance with applicable laws and regulations. Contractor shall be responsible for securing necessary licensing and permits as applicable.

1.2.1 **Fire Ant Control:** As directed by the City, broadcast treatment for fire ant control shall be applied to improved grounds in accordance with manufacturer’s recommendations.

1.2.2 **Pre-Emergent Herbicide Treatment:** As directed by the City, a pre-emergent annual grass control herbicide shall be applied to improved grounds in accordance with manufacturers recommendations. Products and rates may vary according to the type of turf being treated.

1.2.3 **Post-Emergent Herbicide Treatment:** As directed by the City, a post-emergent broadleaf weed control herbicide shall be applied to improved grounds in accordance with manufacturers recommendations. Products and rates may vary according to the type of turf being treated.

1.2.4 **Plant Growth Regulator Treatment:** As directed by the City, plant growth retardant shall be applied to selected grounds in accordance with manufacturers recommendations.

1.3 **Contractor Provided Equipment and Supplies:** The contractor shall provide and maintain all equipment and vehicles in sufficient quantity to effectively perform the requirements of this contract.

1.3.1 **Contractor-Furnished Equipment / Vehicles.** Equipment failure or maintenance requirements shall not alleviate the contractor from fulfilling the requirements of this contract. The contractor may perform cleaning, minor repair and other normal maintenance requirements of equipment on-site. Maintenance and repair of contractor vehicles or their privately owned vehicles shall not be accomplished on site. Contractor vehicles shall have the company name prominently displayed on the vehicle and be maintained to present a neat, professional appearance.

2.0 **Refuse Collection and Disposal.** Contractor shall dispose of clippings and yard/tree waste at on-site locations designated by the City. Litter or trash collected by the Contractor shall be disposed of off city property in accordance with applicable laws and regulations.

3.0 **General Information**

3.1 **Hours of Operation.** The normal City duty hours are 7:00 AM to 4:00 PM Monday through Friday excluding holidays. The Contractor may find it necessary to deviate from the normal city
duty hours, to ensure timely completion of work under this contract at no additional cost to the City.

3.1.1 **City Holidays.**

- New Year's Day – 1 January
- Martin Luther King Jr. Birthday – Third Monday in January
- Good Friday (variable)
- Memorial Day – Last Monday in May
- Independence Day – 4 July
- Labor Day – First Monday in September
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving
- Christmas Eve – 24 December
- Christmas Day – 25 December

If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If contractor observes a holiday that falls on a scheduled service day, the Contractor will be responsible for rescheduling services.

3.2 **Traffic Control.** Prior to commencing any work abutting public rights-of-way, the Contractor must install warning signs and any other warning and safety devices advising motorists and pedestrians of Work being performed. All signs shall be temporary and shall be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

3.2.1 **Cemetery Access.** Work shall be performed in a manner that minimizes the impact to vehicular traffic, pedestrians, and properties. Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, shall be subject to the approval of the Public Works Director or his designee. Where the Work requires that equipment be stored overnight on the public property, the Contractor must obtain prior authorization from the Public Works Director.

3.2.2 **Agency Coordination.** Should the Work impact traffic or otherwise restrict right-of-way access, the Contractor may need to obtain prior approval of appropriate public agency(s). Contractor will be responsible for coordinating in advance any work impacting traffic on Georgia DOT (GDOT) rights-of-way and complying with applicable GDOT requirements.

3.3 **Cemetery Events & Funeral Services.** Contractor shall refrain from performing any work in cemeteries while funeral services or memorial events are on-going if such work will interfere or otherwise detract from the on-going event.
City of Dublin, Georgia
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 the City of Dublin 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 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 the City of Dublin, contractor will secure from such contractor(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 City of Dublin at the time the subcontractor(s) is retained to provide the service.

________________________________________________
EEV/ Basic Pilot Program* User Identification Number

________________________________________________
BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____DAY OF ________ 20___

Notary Public
My Commission Expires: _______________________

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Rule Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)
City of Dublin, Georgia
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Dublin 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 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

________________________________________________
EEV/ Basic Pilot Program* User Identification Number

________________________________________________
Date ____________

BY: Authorized Officer or Agent
    (Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______DAY OF _______20_____

Notary Public
My Commission Expires: ____________________

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Rule Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)