



City of Cartersville
P U B L I C W O R K S

CONTRACT

DOCUMENTS

for

LANDSCAPE

MAINTENANCE

OF

OAK HILL CEMETERY

ADVERTISEMENT FOR BID

Sealed proposals will be received by the City of Cartersville Public Works offices located at 330 South Erwin Street, Cartersville, Georgia 30120 until:

FEBRUARY 17, 2022, 2 PM EST

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the Service Contract entitled:

LANDSCAPE MAINTENANCE OF OAK HILL CEMETERY, CARTERSVILLE, GEORGIA

at which time and place the proposal will be publicly opened and read aloud.

Proposals received after the designated time will not be considered.

The principal items are:

The performance of a periodic lawn care service in the Oak Hill Cemetery, located at 319 North Erwin Street, Cartersville, GA 30120. The lawn care services include grass mowing, line trimming, edging, tree and shrubbery trimming and pruning, litter and other debris removal, and other lawn care services as described in this specification.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law. . Individual Mandatory Pre-Bid Conferences will be held at the office at Oak Hill Cemetery, to schedule your conference call Keith Pruitt at 678-247-4027.. Attendance at this conference is required in order to submit a bid. Prior visits to the site do not negate this requirement.

Specifications and contract documents are open to public inspection at the City of Cartersville Public Works offices located at 330 South Erwin Street, Cartersville, Georgia 30120. The Public Works offices may be contacted by telephone at 770.387.5602 or by mail at P.O. Box 1390, Cartersville, Georgia 30120. Contract documents may be obtained from the City of Cartersville website: <http://www.cityofcartersville.org/>

The Owner reserves the right to reject any or all bids and to waive formalities and re-advertise.

CITY OF CARTERSVILLE,
GEORGIA

BY _____

Tommy Sanders
Director, Public Works

INFORMATION FOR BIDDERS

1. To be considered, bids must be in the possession of the City of Cartersville prior to the time of the Bid Closing. Bids may be mailed or delivered to the office of Tommy Sanders, Public Works Director, City of Cartersville, P.O. Box 1390, 330 South Erwin Street, Cartersville, GA 30120, in a sealed envelope clearly marked as to the item being bid, and also marked with the date and time of the Bid Closing. Regardless of the method the Bidder uses to deliver his bid, each Bidder shall be responsible for his bid being delivered on time; as the City of Cartersville assumes no responsibility for the same. Proposals offered or received after the time set for Bid Closing will not be considered.
2. No bid may be withdrawn for a period of 60 days from the Bid Closing.
3. All Bids are to be submitted on the "Proposal Form" provided in this Bid Package, and be signed by an authorized representative of the company placing the Bid. One set of the Bid Documents, including the "Advertisement for Bids", "Information for Bidders", "General Contract Information", and "Proposal Forms", "Experience Statement", and "Equipment Statement", and Homeland Security forms all attached hereto, shall remain intact and be returned as an integral part of the Bid. All forms must be fully filled out for bidders to qualify.
4. No bid will be considered unless the Bidder certifies that he has performed a detailed inspection of the Oak Hill Cemetery.
5. Bidders shall not begin any work activity until such time as a Contract Document has been consummated and a "Notice to Proceed" has been issued by the City of Cartersville.
6. Equal Employment Opportunity- As regards the execution of the Work Scope of this Bid Package, the Bidder/Contractor shall not discriminate against any employee or job applicant because of race, color, religion, sex, national origin, age, or physical handicap.
7. For additional information on this Bid Package, contact: Tommy Sanders, Director, Public Works Department, City of Cartersville, 330 South Erwin Street, Cartersville, Georgia, Telephone Number (770) 387-5602.

GENERAL CONTRACT INFORMATION

SECTION 1) – PURPOSE AND SUMMARY- This Work Scope is designed to facilitate the performance of a periodic lawn care service in the Oak Hill Cemetery, located at 319 North Erwin Street, Cartersville, GA 30120. The lawn care services include grass mowing, line trimming, edging, tree and shrubbery trimming and pruning, litter and other debris removal, and other lawn care services as described in this specification. For purposes of this Contract, each periodic lawn care episode shall be referred to as a Work Event.

SECTION 2) – SPECIFIC DETAILS OF A WORK EVENT (Periodic Lawn Care Episode)- For approximately 45 acres, items A. through D., inclusive, are to be performed:

- A. Cut and trim grass and prune shrubbery and trees to provide a neat appearance.
- B. Remove trash, shrubbery trimmings, and all other debris from the Cemetery.
- C. Take necessary measures to avoid damage to cemetery fixtures, including but not limited to: monuments, headstones, markers, copings, footings, and plant/flower containers. ***Contractor is responsible for damage to markers, copings, flower containers, etc.***
- D. Proposals should be for 26 Work Events at the Public Works Director's discretion on an as need basis. Work Events shall be completed in 3 days or less from commencement of work event.

SECTION 3)- CONTRACT ADMINISTRATION

3.02 TERM OF MAINTENANCE SERVICE PERIOD

- A) This service agreement contains a twelve month (one year) maintenance service period.
- B) Start work within ten calendar days of the effective date on the Notice to Proceed and be completed no later than the time specified.
- C) The initial contract term will be 12 months from date contract is signed by the Mayor with options to renew per Section 3.03 of the contract.

3.03 CONTRACT RENEWAL

- A) The City anticipates that this contract will run for an initial term of twelve months. However, by mutual agreement the parties may renew this contract up to four 12 month terms, provided that the price, terms and conditions remain the same for each renewal. There is no automatic renewal; agreement to renew must be evidenced in writing by both parties.
- B) Escalation Clause – The escalation clause would permit but not obligate the City to consider a price escalation. The maximum would be 5% in any given Contract Year. The support for an escalation would be documentation from the vendor

justifying the price increase. The request must be in writing and received no later than 90 days prior to contract expiration.

3.04 TERMINATION PROVISION – This contract may be terminated for any reason by either party upon 30 days written notice to the other party. The contract may also be canceled by the City for non-performance of terms and conditions of this contract. In the event of a termination, the City shall be responsible for payments only for work completed as indicated herein. After termination, the City shall have no further liability for any payments hereinabove.

3.05- USE OF SUBCONTRACTOR- The Contractor shall not assign any portion of the completion of any Work Event to any Sub-Contractor without the written consent of the City of Cartersville Public Works Department.

3.06- CONTRACTOR’S ACCEPTANCE OF CONDITIONS- The Contractor agrees that he has carefully examined the Cemetery Site, and is thoroughly familiar with all aspects of the work involved in Work Events. The Contractor also agrees that he has examined all aspects of the Contract Documents and agrees to all items as stipulated. The contractor further agrees that any ambiguity or uncertainty in this specification shall be interpreted solely by the City Council of the City of Cartersville, Georgia, and that the decision of the City Council shall be final and binding on all parties.

The contractor acknowledges and agrees that the Contractor is an Independent Contractor at all times, and with regard to all performance of Work Events and all other conduct associated with this Contract, the Contractor shall not at any time or in any way be the agent or employee of the City of Cartersville, Georgia. The Contractor acknowledges and agrees that as a self-employed independent contractor, no income tax withholding or social security payments shall be made by the City of Cartersville concerning monies paid for services rendered pursuant to this Contract. The Contractor shall be solely liable and responsible for declaring as self-employment income all monies paid to the Contractor by the City of Cartersville during the term of this agreement for the performance of this contract. Further, no medical, hospitalization, liability, workers’ compensation or other insurance programs of any type of description are available to the Contractor nor its employees as they are not employees of the City of Cartersville.

The Contractor shall be solely responsible for complying with all insurance requirements, income tax withholding, social security withholding, etc., as pertains to the legal operation of its business. The Contractor agrees to abide by all Federal, State, and Local Laws as regards all aspects of the performance of this Contract.

SECTION 4)- PAYMENT- The City of Cartersville shall pay to the Contractor for the faithful performance of each Work Event as stipulated in the Contract Documents, subject to the active status of the Contract Documents, and subject to additions and deductions as provided in the price shown in the Contract Documents for the completion of each Work Event, for the duration of the time period agreed on in the Formally Signed Contract.

The initiating action for each Contract Sum Payment shall be the submittal of an invoice to the Public Works Department by the Contractor. The Contractor shall be eligible to request payment at the completion of each Work Event. The payment request will then be subject to inspection and approval by a representative of the City of Cartersville Public Works Department. Public Works will inspect within three (3) workdays from the date of the submittal of the payment request. When Public Works approves the satisfactory performance of the Work Event, payment shall be made within seven (7) workdays from the day of the Public Works Approval.

Each payment request of the Contractor shall include the following Signed Affidavit: “The undersigned, being a fully authorized representative of Contractor’s Name, deposes and says that all labor, material, and services included in all previous requests have been fully paid and the indebtedness discharged. Monies received from this payment will be used for payment of labor, materials, and services covered by this request.”

SECTION 5)- CHANGES IN WORK SCOPE- The City of Cartersville reserves the right to make changes to the Work Scope. In the event these changes cause an increase or decrease in the quantity or cost of performance, the total amount of compensation due the Contractor shall be modified as agreed to in writing by both parties. Requests for payment for any changes not having specific written approval shall not be allowed. In the event the Contractor and The City of Cartersville are unable to reach agreement as to the terms of such changes, either party has the absolute right to terminate this contract and this contract shall be null and void and of no force and effect.

SECTION 6)- INSURANCE- The Contractor shall initiate, secure, pay for and maintain Insurance Policy(s) during the entire life of this Contract. The Insurance Policy(s) shall be secured through companies approved by the City of Cartersville (all companies shall have a Best Insurance Guide rating of no less than “BB”) and contain provisions satisfactory to the City of Cartersville for claims of damage for bodily injury, including death, personal injury, and claims for property damage, which may arise in or as a result from the performance of the service covered by the Contract. Specific liability insurance coverage for premise and operations, products and completed operations, broad form property damage and personal injury must be clearly indicated on the Certificate of Insurance. The insurance required by this Section shall be issued for not less than any limits or liability amounts set for the by law or by those set forth hereinafter, whichever is greater.

MINIMUM INSURANCE COVERAGE

(A)	Worker’s Compensation	Statutory
(B)	Employer’s Liability (Per Occurrence)	\$500,000.00
(C)	Comprehensive General Liability	
	Bodily Injury:	
	Each Person	\$200,000.00
	Each Occurrence	\$500,000.00
	Personal Injury:	
	Each Person	\$200,000.00
	Each Occurrence	\$500,000.00
	General Aggregate	\$500,000.00
	Property Damage:	

	Each Occurrence	\$100,000.00
	Aggregate	\$300,000.00
(D)	Comprehensive Automobile Liability:	
	Bodily Injury	\$100,000.00
	Each Occurrence	\$300,000.00
	Property Damage (broad form coverage):	
	Each Occurrence	\$100,000.00

The Contractor shall provide the City of Cartersville with proof of insurance coverage as stipulated heretofore on the Insurance Industry’s standard ACCORD Certificate indicating the City of Cartersville as Certificate Holder. Said Insurance Certificate shall be submitted with the Proposal Form of this Contract and shall be labeled Exhibit “A” of these Contract Documents.

SECTION 7)- JURISDICTION AND VENUE- The Contractor understands and agrees that the performance of this contract is to occur within Bartow County, Georgia. The Contractor further agrees that all actions, claims or other legal proceedings concerning this Contract shall lie in Bartow County, Georgia.

SECTION 8)- QUALITY OF WORKMANSHIP- All workmanship must be performed in a neat professional manner and conform to accepted standards of the respective trade. (Final authority for adherence to this guideline shall be determined by representatives of the City Council of the City of Cartersville.)

- A) Inspections – The City will inspect each work event for compliance with contract documents. Each required task will be considered complete or incomplete. The contractor will be notified in writing of all incomplete task and/or deficiencies. Incomplete task and/or deficiencies shall be corrected within twenty-four hours after written notification unless otherwise noted.
- B) Non- refundable deductions – If the tasks/deficiencies are not completed with the twenty-four hour time period, to the satisfaction of the City Staff, non-refundable deductions may begin. Non-refundable deductions may continue daily until the task has been executed to the satisfaction of the City. Any non-refundable deductions will be deducted from the contractors invoice for payment. The following are applicable non-refundable deductions:
 - a. Failure to comply with specified mowing and trimming requirements, personnel, or safety requirements - \$100/Day, per offense
 - b. Failure to comply with litter/debris removal and disposal requirements - \$50/Day, per offense
 - c. Failure to comply with pruning or edging requirements - \$50/Day, per offense
 - d. Destruction or damage to property including but not limited to monuments, headstones, markers, copings, footings, and plant/flower containers - \$50/Day, per offense plus cost to repair.

SECTION 9)- CODE ADHERENCE, SAFETY, AND FIRE- All work performed to fulfill the service requirement of this Contract shall be in accordance with all applicable Federal, State, and Local Codes and/or Ordinances.

The Contractor shall observe all OSHA regulations at all times. Machines shall not be operated without OSHA approved safety guards. All safety guards including but not limited to mower guards, weed eater guards, belt shields shall be used at all times. All safety instructions provided by manufacturers of machines used in the performance of this contract shall be adhered to by the Contractor's employees.

As a general rule, burning shall be strictly prohibited. Any deviation from this rule must have written approval of the Director of Public Works. All contractor trucks and equipment not being actively used shall be parked in area of cemetery designated by City Staff as not to impede the flow of visitor traffic.

SECTION 10)- CONTRACTOR EMPLOYEE BEHAVIOR AND PERFORMANCE-

The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall not employ any mentally or physically unfit person. The Contractor shall not place a person on the Cemetery Job Site who is not skilled in the use of the equipment being used for the performance of the Work Events. It shall be solely the responsibility of the Contractor to train his employees in the safe and efficient use of the equipment.

Any employee of the Contractor who defaces and/or defames, or who threatens to deface and/or defame, any physical item in the Oak Hill Cemetery shall be permanently removed from the Contractor's Oak Hill Cemetery work force. The Director of Public Works and/or his designee shall have the right to demand the removal of any employee from the Contractor's Oak Hill Cemetery work force at any time.

- A) Supervisor: at all times, have on the work site as the contractor's agent, a competent, English speaking supervisor, thoroughly experienced in the type of work being performed.
- B) Crew – Utilize the same crew to perform operations though out the Service agreement whenever possible so that the personnel can remain familiar with the project. Provide staffing levels able to perform the work in accordance with this agreement. Use personnel who are competent, experienced, and skilled in all aspects of landscape maintenance, equipment usage, safety procedures, and specification interpretation.
- C) Uniform – The minimum dress code for employees shall be a shirt with the company name/logo, long pants, and a safety vest when working adjacent to traffic. A clean and complete uniform which shows no signs of discoloration or wear shall be worn by personnel when working on the project.

SECTION 11)- WORK EVENT SPECIFICATIONS

11.01 MOWING/LINE TRIMMING

- A) Mowing – Mechanically mow all turf areas and mowable natural areas as often as required to maintain a neat appearance.
- a. Maintain turf height at a height ranging from 1-1/2 inches to 3 inches.
 - b. Chemical control of turf is prohibited.
 - c. Sweep or blow hard surfaces after mowing.
 - d. Pick up or rake litter and trash from the area prior to each mowing.
 - e. Mowing areas that are saturated with water or where standing water is present is prohibited. Mowing operations are prohibited when conditions are such that turf damage would occur or tire ruts will be left.
 - f. Slope Mowing – perform slope mowing in areas not accessible with conventional mowing equipment. In lieu of slope mowers, blade or string-type trimming equipment is acceptable for use.
- B) Line Trimming – Perform line trimming in a manner that cuts grass blades approximately the height as the mowing standard. Line trim to the limits of the project around all existing objects located within the facility grounds. This includes areas inaccessible by mechanical mowers. Do not damage the base of trees, shrubs, or other site features. Replace all affected vegetation with like type and size. Mow using hand held string or blade type trimmers when an area is too wet and otherwise inaccessible for conventional type mowing equipment.

11.02 SHRUB AND GROUNDCOVER MAINTENANCE – Prune shrubs and groundcovers as needed and as directed by City Staff to maintain an attractive shape and/or to encourage denser growth with respect to the intended design character of the plant. Prune in such a manner as not to change the natural habit or shape of the plant. Pruning shall be in conformance with the National Arborist Association’s Pruning Standards. It may be necessary on occasion to remove dead, diseased, dying, inappropriate or obstructing shrubs or groundcover from the facility grounds. All plant material shall be removed completely, including the root-ball, from the grounds. The remaining hole shall be filled with replacement material or planting soil, and mulched. Cost of this semi-annual work shall be included in the work event bid.

11.03 TREE MAINTENANCE – Prune trees to a shape typical of their species when removing lower branches for crown elevation or increased clearance. The City may direct the contractor, at any time, to remove branches due to storm damage, safety concerns, or disease. Perform standard tree pruning (NAA, Class II) as directed by City Staff, consisting of the removal of dead, dying, diseased, decaying, interfering, suckering, obstructing, or weak branches, as well as selective thinning to lessen wind resistance.

11.04 EDGING OPERATIONS – Perform edging around sidewalks, curbs, walls, and flat markers every other mowing when the grass is actively growing.

SECTION 12)- MISCELLANEOUS

12.01 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

12.02 E-VERIFY-Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. “E-Verify” is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

12.02 COMPLIANCE WITH LAWS-Contractor agrees to comply with any other applicable laws in its operation of the Facility.

12.04 ENTIRE AGREEMENT-This Agreement constitutes the entire agreement between the parties, and may be modified only in writing.

12.05 HEADINGS-The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

12.06 WAIVER-No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.07 SEVERABILITY-In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

12.08 GOVERNING LAW-This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia

(Signatures on Page 13)

CONTRACT DOCUMENT FOR
LANDSCAPE MAINTENANCE OF OAK HILL CEMETERY

PROPOSAL FORM

TO: THE CITY OF CARTERSVILLE, GEORGIA
P.O. BOX 1390, CARTERSVILLE, GA 30120

IN ACCORDANCE WITH THE REQUIREMENTS OF: ADVERTISEMENT TO BID, INFORMATION FOR BIDDERS, AND GENERAL CONTRACT INFORMATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE SERVICE OF PERFORMING LANDSCAPE MAINTENANCE OF THE OAK HILL CEMETERY FOR THE FOLLOWING MONETARY CONSIDERATIONS:

THE LUMP SUM BASE BID PER WORK EVENT IS:

\$ _____ X 26 EVENTS = \$ _____

BIDDER: _____ BY: _____

ADDRESS: _____

PHONE NUMBER: _____

TITLE: _____ SIGNATURE: _____

BIDDER CERTIFIES THAT HE HAS PERFORMED A DETAILED INSPECTION OF THE CEMETERY – SIGNED: _____

Furnish the five most recent clients with contact name and phone number:

Furnish list of equipment currently in your inventory that will be available for this contract:

Number of Employees to be assigned to this contract: _____

CONTRACT DOCUMENT FOR
LANDSCAPE MAINTENANCE OF OAK HILL CEMETERY

CONTRACT SIGNATURE PAGE

STATE OF GEORGIA
COUNTY OF BARTOW

Contract Execution Date: _____

CONTRACT PRICE PER WORK EVENT: _____.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONTRACTOR

WITNESSES:

By _____

TITLE

CITY OF CARTERSVILLE, GEORGIA
CARTERSVILLE, GEORGIA
OWNER

ATTEST:

By _____

City Clerk
TITLE

Mayor, City of Cartersville
TITLE

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 Cartersville 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 the City of Cartersville, 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 City of Cartersville at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

Date

BY: Authorized Officer or Agent
(Contractor Name)

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 _____, 2017.

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 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).