



**INVITATION TO BID
FACILITIES LANDSCAPING SERVICES TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

The work to be performed under this contract consists of furnishing all labor, materials, tools, equipment and incidentals required to perform Landscape Services at various BGJWSC locations in Glynn County, Georgia.

Office of the Director of Procurement
Issued Friday, January 13, 2017

Non-Mandatory Pre-Bid Meeting
Monday, January 30, 2017 – 11:00 a.m.
JWSC Commission Chambers
1703 Gloucester Street, Brunswick, GA 31520

Deadline for Questions: Tuesday, January 31, 2017 – 5:00 p.m.

Bids Due by 12:00 NOON EST on Tuesday, February 14, 2017 to:

Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
Attn: Pamela Drury-Crosby, Procurement Director
(912) 261-7127

<http://www.bgjwsc.org/about-the-bgjwsc/bid-opportunities-and-rfps/>

Please Label Bids with Firm's Name and Address
"Sealed Bid – Facilities Landscaping Services

JWSC FACILITIES LANDSCAPING SERVICES

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JWSC FACILITIES LANDSCAPING SERVICES

Invitation To Bid

1. The Brunswick-Glynn County Joint Water and Sewer Commission (“JWSC”) will receive sealed bids in the JWSC Office, 1703 Gloucester Street until **12:00 NOON, Tuesday, February 14, 2017**, for **JWSC FACILITIES LANDSCAPING SERVICES** for the services described in the schedules attached hereto.
2. Any questions and/or requirements that may need clarification should be submitted in writing and forwarded to the Director of Procurement at the Gloucester Street address or by email at pcrosby@bgjwsc.org by 5:00 p.m., Tuesday, February 1, 2017.
3. These instructions are an integral part of this Invitation To Bid.
4. The JWSC anticipates making a single award. Such an award, if any, is projected to be accomplished within thirty (30) calendar days from the proposal opening.
5. The Service Agreement will be a one (1) year contract with four (4) one year options renewed at the JWSC’s sole discretion.
6. Upon the signing of the Service Agreement by the successful bidder, services by the contracted party shall commence work by the beginning of the month following such signing, or on such other date as set forth in the Notice to Proceed.
7. The intended schedule of events for this IFB are as follows:

ACTION	COMPLETION DATE
Issue IFB	Friday, January 13, 2017
Non-Mandatory Pre-Bid Meeting	Monday, January 30, 2017 – 11:00 a.m.
Deadline for Questions	Tuesday, January 31, 2017 – 5:00 p.m.
Responses to Questions, Final Addendum Issued	Friday, February 3, 2017
Proposals Due	Tuesday, February 14, 2017 - NOON
Committee Reviews	February 2017 – Exact Dates TBD
BGJWSC Commission Approval	March 2017 Meetings TBD

THE BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTERESTS OF THE JWSC.

8. BEFORE A BID FOR ANY SERVICE IS CONSIDERED BY THE JWSC, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FROM THE BIDDER ATTESTING TO COMPLIANCE WITH O.C.G.A. § 13-10-91. (*SEE PARTS "G" AND "H."*) FAILURE OF BIDDER TO PROVIDE AN AFFIDAVIT, WILL CAUSE THEIR BID NOT TO BE CONSIDERED.

Instructions to Bidders

1. **Intent:** It is intended that the Instructions to Proposers, General Conditions, and Program Services shall define and describe the complete services to which they relate.
2. **Examination:** The Bidder is required to examine all sites to be serviced, the area or boundary for service of each site and the current condition of each site in becoming fully informed as to the services to be performed. To ensure the communication of this understanding, a listing of each location with physical address is included for reference.
3. **Responsiveness:** The JWSC will consider the degree to which each bidder has submitted a complete bid tabulation without irregularities, excisions, exceptions, special conditions, or alternative proposals for any site unless specifically requested or allowed in the ITB.
4. **Submission of Bid:** It is the responsibility of the Bidder to have its sealed proposals at the JWSC Office, 1703 Gloucester Street by **12:00 Noon, Tuesday, February 14, 2017**. Proposals received after the scheduled time and date will remain unopened and deemed **NON – RESPONSIVE** will not be considered.

The following address should be used on the outside of the envelope containing the proposals:

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
Attn: Pamela Drury-Crosby, Director of Procurement
1703 Gloucester Street
Brunswick, Georgia 31520

“SEALED BID - FACILITIES LANDSCAPING SERVICES”

5. **Bid Form:** Proposals shall be submitted on the bid form included herein. The Bidder will submit **an original and three (3) copies of its signed Bid Form**.
6. **Protest of Award:** All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) calendar days after the award of the bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Director and the review shall be limited to any alleged violation of federal, state or local law.

End of Instructions to Proposers

SECTION “A”

Introduction

1.0 LOCATION

Glynn County and the City of Brunswick are located on the Southeastern part of the State of Georgia. The Northern boundary is formed by the Altamaha River, Wayne and Brantley Counties on the west, Camden County on the south, and the Atlantic Ocean on the east.

By roadway, Brunswick is located: 78 miles from Savannah, 257 miles from Atlanta, 173 miles from Macon, 255 miles from Columbus, and 180 miles from Albany. Jacksonville, Florida is located 79 miles from Brunswick.

Within Glynn County and the boundaries of the Brunswick-Glynn Joint Water and Sewer Commission's jurisdictional area, the Commission operates approximately 181 water and wastewater pumping and/or storage facilities, (2) administrative locations requiring landscaping services. These facilities are spread throughout the developed areas of the County, being mostly in the City of Brunswick, St. Simons Island, Sterling and Colonels Island areas.

2.0 TOPOGRAPHY

Glynn County and the City of Brunswick lay within the Lower Coastal Plain Physiographic Province and have topography typical of this province of very gently rolling uplands interspersed with low lying swampy areas. Elevations range from sea level along the coast to forty five feet in the western part of Glynn County. The facilities to be serviced are mostly within coastal plain areas with topographic relief ranging from -25 feet to +20 feet from Mean Sea Level. In several cases facilities adjoin or are very near environmentally sensitive wet lands and marshes. Vegetation is typical for low country, salt marsh areas.

3.0 POPULATION

The most recent census established the population of Glynn County, including the City of Brunswick, at just below 70,000.

End of Section “A”

SECTION "B"

Terms and Definitions

1.0 GENERAL

The Proposal shall identify any and all terms and conditions. The following definitions shall be applicable to this solicitation:

1. **Acceptable Standard**: Standard at which the facility shall be maintained considering the scope of work, aesthetics and seasonality factors.
2. **Days**: References to number of days shall mean calendar days.
3. **Equipment**: Includes, but is not limited to, safety equipment, tools, communication equipment, maintenance equipment, mechanical equipment and manually operated equipment.
4. **Facility**: JWSC water or wastewater facility.
5. **Facility ID**: Alpha-numeric facility identification number.
6. **Irrigation**: The periodic irrigation of vegetative areas using temporary hoses and devices or permanent pipe/nozzle systems.
7. **JWSC**: Brunswick-Glynn County Joint Water and Sewer Commission; a public corporation created by Local Act of the General Assembly of the State of Georgia for the purpose of unifying the operation and maintenance of the City of Brunswick and Glynn County water and sewer systems, acting by and through its Commissioners.
8. **Lift Station ("LS")**: Wastewater pumping station facility.
9. **Bid**: An offer or statement of a price in response to an Invitation to bid for services to be rendered to the JWSC.
10. **Bidder**: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material aspects to the requirements set forth in the RFP.
11. **Time to Comply**: Period of time in which the contractor shall bring a facility within compliance to Acceptable Standards in consideration of the beginning condition; (generally 3 months, but not to exceed 6 months

where the establishment of a suitable stand of grass on bare areas is required).

12. **Turn-Key Service**: Service operations conducted entirely by a Contractor without any material support by JWSC staff and/or equipment unless specifically delineated within the agreement.
13. **Water Station ("WS")**: Potable water pumping station or storage facility.
14. **Wastewater Treatment Plant ("WWTP")**: Wastewater treatment facility.

2.0 SCOPE OF WORK

The Bidder shall identify any and all terms and conditions. The following definitions shall be applicable to this solicitation:

1. **Bush Trimming**: Trimming bush limbs that are not to be higher than fence lines and manicuring as needed for aesthetic purposes and control (up to 2 inches in diameter).
2. **Fence Clearing**: Wooden fences: complete removal and control of vegetative growth/debris from fence lines and gates. Metal fences: removal and control of vegetative growth and debris unless vines are intended for aesthetic purposes. (Weed killer allowed 1 foot either side of fence for control.)
3. **Housekeeping**: Removal of JWSC work related materials, debris and trash from facilities, to include the repair of vegetative cover damaged during operational activities and/or major storms.
4. **Mowing**: Mechanical mowing of grass/vegetative growth within fence perimeter; includes cutting and/or leaf removal/mulching.
5. **Mowing Outside**: Mechanical mowing of grass/vegetative growth outside fence perimeter to include access areas where required; includes cutting and/or leaf removal/mulching.
6. **Mulching**: Replacement/revitalization of pine straw, bark or other mulching/ground cover materials currently existing; will include periodic removal, replacement of landscape cloth and re-mulching at the discretion of the JWSC.

7. **Periodic Seeding and Fertilizing ("S/F"):** The periodic and seasonal seeding and fertilizing of vegetative ground cover to nurture healthy growth and renewal. Where necessary, this shall include the aeration of hardened soils, seeding and straw mulching until maintainable growth is established.
8. **Sidewalk Edging:** Edging around perimeter of sidewalks and removal of growth in sidewalk expansion joints to control grass/vegetative overgrowth and maintain aesthetics. (Weed killer allowed for sidewalk expansion joints.) Only applies to the inside fenced areas of facilities.
9. **Vine Control:** Removal and control of vines on buildings to include cutting out where necessary. (Weed killer allowed for control within 1 foot of the building wall.)
10. **Weed Eating:** Use of weed eating equipment within fenced areas or outside of fenced areas where mowing is inappropriate or impractical; includes cutting removal.

End of Section "B"

SECTION “C”

Program Services

1.0 GENERAL

The JWSC is charged with the responsibility, through its Asset Management and Public Health and Environmental Protection Programs, to provide a high level of service to the rate payers for which these facilities exist to serve. In addition to maintaining these facilities mechanically, the JWSC also has the responsibility of maintaining the grounds of these facilities to a pleasing and unobtrusive standard. This control and management of vegetative growth is important to both the JWSC from a maintenance and operation standpoint and for the surrounding neighborhoods from an aesthetic standpoint.

The JWSC has need for a turn-key service provider to provide such landscaping services to bring the grounds of the designated facilities to an Acceptable Standard and maintain them to such standard throughout the year.

The JWSC currently maintains one hundred and eight-nine (189) facilities within its jurisdictional area, which includes St. Simon’s Island. Fifty-four (54) of these facilities, a combination of both water and wastewater facilities, spread throughout the developed areas require the assistance of a contractor to provide these landscaping services. Three (3) of these facilities are wastewater treatment plants covering several acres of property. One (1) facility

The Contract for Services may be amended to add or delete sites as necessary or required and will be subject to written confirmation by both parties at an agreed upon increase or reduction in cost.

2.0 OBJECTIVES

The level of care (scope of work) for each facility is herein documented. The JWSC recognizes that storms and maintenance work may cause damage and other issues and/or delays in fulfilling the objective of keeping these facilities at an Acceptable Standard of care. Therefore, the objective of this RFP is for the contractor to provide routine landscaping services. Such service as required to recover from unanticipated damage to vegetative cover and/or plantings will remain the responsibility of the JWSC; however, where assistance is needed to repair such damage or perform additional landscaping tasks, the contractor shall stand ready to perform needed work for a reasonable fee in addition to the established contracted price. Housekeeping, the removal of trash dumped and/or work debris left at a facility, shall be the responsibility of the JWSC.

It is the desire of the JWSC to engage a service provider with the expertise, equipment and resources to provide the full range of services necessary to bring these facilities to an acceptable condition and maintain them at the Acceptable Standard within a stated time to comply.

The successful Bidder will be expected to plan, implement and execute the required landscaping services, taking into consideration seasonal factors.

3.0 STATEMENT OF WORK

3.1 General

The Contractor shall provide all supervision, labor, materials and equipment necessary to complete in a safe and professional manner the following tasks:

- a.** Using JWSC lists herein provided, the Contractor shall locate and document the current condition of a facility or site, and develop a cost of ongoing routine landscaping services for all facilities to be maintained. This will provide the Contractor with a basis from which to assess the costs to maintain an Acceptable Standard using routine services regardless of season.
- b.** Develop a written, coordinated plan and schedule to bring facilities to an Acceptable Standard where remedial work is required, and a schedule to maintain the Acceptable Standard. These schedules shall be provided to the JWSC.
- c.** The Contractor shall provide screening of service areas before cutting and/or mowing for debris and/or obstructions and before proceeding with required tasks. Damage to equipment caused by such debris and/or obstructions are the responsibility of the Contractor.
- d.** The Contractor shall provide the name and contact information for one primary person and one alternate person to serve as a coordinator between JWSC and the Contractor in the fulfillment of these services.

End of Section "C"

SECTION "D"

Proposal Requirements

1.0 INTRODUCTION

- 1.1 **Overview**: The Proposer shall provide a monthly cost of routine and ongoing services for each facility. Such estimated monthly cost shall include the initial anticipated cost of any "one time" remedial work to be performed, if required, and amortized over the routine maintenance contract period. The cost of services for each facility shall provide the information to demonstrate the contractor's understanding of the services requested at each facility. The monthly cost for each facility will be totaled to obtain the monthly cost of services under the agreement for all facilities.
- 1.2 **Documents**: The Proposer shall utilize the spreadsheet format provided in this document to list the individual facility monthly landscaping costs being proposed for each facility and the sum total of those monthly costs for all facilities. (Please see Section "E" - Service Cost Schedule.) These proposed costs within this required format will provide the JWSC the ability to accurately evaluate the proposal. Additionally, the proposal should include
- 1.3 **Submission**: The Proposer shall package and seal its proposal so that it will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the **Instructions to Proposers** Section.

2.0 GENERAL

The Proposer is to provide adequate information that will render it qualified and capable of cost effectiveness in accomplishing the program services. The proposal will be reviewed by the JWSC's Evaluation Team who will grade and rank each proposal. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposals must negate any ambiguity with respect to the Proposer's ability and approach.

- 2.1 **Proposer's Qualifications**: A qualified Proposer shall be a contractor having been established in the landscaping business for at least five (5) years providing services similar to those described within this request. Proposers must provide

their firm's number of continuous years in operation. All things being equal, sole proprietors, partnerships, subsidiaries, mergers, and similar corporate arrangements, which collectively can satisfy the five (5) year experience requirement, will be considered. Moreover, a company with less than five (5) years experience but with a division who independently can satisfy the five (5) year experience requirement will also be considered. It is incumbent on the Proposer to clearly explain the relationship between these different entities and the corporation responding to this RFP.

2.2 Management/Operations Team: A qualified Proposer shall be a contractor having a Program Representative, in direct responsible charge of day-to-day operations who is knowledgeable in the management and operations of such services. A list of personnel with Job Titles shall be furnished as part of this proposal.

2.3 Equipment Capabilities: A qualified Proposer shall have the proper equipment to accomplish the service needs of this contract. A list of each piece of equipment to be utilized, along with ownership status – owned, leased, rental – shall be furnished as part of this proposal.

2.4 Implementation Plan: This part will contain a schedule for routine monthly work considering seasonal variations. Use the date of April 1, 2017 as an assumptive start date for services. Additionally, JWSC requires that the service work hours of this contract be set between 7:00 a.m. and 7:00 p.m.

2.5 Sample Invoicing: Please include a sample of your invoice template for review. Please note that a location listing with dates of service completion will be required with all monthly payment submittals in order for JWSC staff to reconcile your invoice and prepare payment in a timely manner.

3.0 PROPOSAL EVALUATION

It is the JWSC's intent to evaluate the proposals based on four (4) proposal items. Each item is weighted by its relative significance to the provision of the requested services. It is the intent of the JWSC to choose the Proposer whose proposal provides the highest value to the JWSC. The JWSC reserves the right to waive any irregularities, reject any and/or all proposals when, in the JWSC's opinion, such rejection is in the best interests of the JWSC.

3.1 EVALUATION AND SCORING SYSTEM

<u>Item</u>	<u>Appraisal Points associated with Item</u>
Completeness and Thoroughness of Response to IFB (all items recognized and addressed in proposal)	0 - 20
Staff and Equipment Resources Available to Perform the Requested Work	0 - 15
Experience and References of Bidder and Qualifications of Staff to Manage Account	0 - 15
Cost of Monthly Service	0 - 50
Total Possible Evaluation Points	100

The Proposer should specifically address each of the items shown in Table 3.1 by providing a section within the proposal referring to each of the above identified items (with the exception of the “Completeness and Thoroughness of Response” item), or a reference to the required section in their proposal. In addressing each scoring item, the respondent should describe, as applicable, its perspectives, capabilities, proposed activities and concepts of providing the requested service as herein specified. This Evaluation Summary Section, referencing each evaluation item, will allow the Evaluation Team to assess the completeness and thoroughness of the response and move confidently through the evaluation and scoring process.

NOTE:

The JWSC reserves the right to accept a proposal, as submitted, and enter directly into negotiations for a contractual agreement with the selected Proposer. Accordingly, it is imperative that all Proposers submit their best service and cost offer in their initial submission.

End of Section “D”

SECTION "E"
Service Cost Schedule
JWSC LOCATION LISTING

Location ID	Physical Address	Site Type	Scope of Work	Cost/Month
2001	350 Lord Avenue	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2002	440 Arnold Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2003	90 Stewart Ave. @ Oglethorpe Park	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2004	440 Pikes Bluff Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2005	117 Worthing Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2006	15 Alford Lane	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2007	404 Bonaventure Road (Wimberly)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2008	10 Black Banks Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

2009	191 Ashantilly Dr in ROW (off Kings Way)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2011	556 Windward Drive, (Sea Palms)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2012	11 Harrogate Service	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2013	1602 East Beach Causeway	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2014	187 Shore Rush Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2015	114 Shore Rush Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2016	515 Marsh Villa	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2017	207 Santa Maria Circle (Heritage Dr.)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2019	241 Forest Park Road (Forest Park Subdivision)	SSI Lift Station	Bush Trimming & Mulching	<hr/>
2020	114 Tolomato Trail	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>

2022	225 Dumbarton Rd. @ Dunbar Creek Park	SSI Lift Station	Bush Trimming & Mulching	<hr/>
2023	95 King's Way @ Island Club (55' N of St. Andrews Dr. in ROW)	SSI Lift Station	Mowing, Weed eating & S/F	<hr/>
2024	215 Retreat Village	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2026	Five Pounds Road (Shaw's Bounty)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2027	172 Kings Way	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2028	100 Peninsula off Shore Rush Dr	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2029	253 St. Andrew's (Island Club)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2030	10 Georgia Power Drive	SSI Lift Station	Mowing, Weed eating & S/F	<hr/>
2031	100 Blair Road (Off Skiff Landing Rd.)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>
2032	5615 Frederica Road (Sea Palms West)	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	<hr/>

2033	2913 Lawrence Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2034	130 Rice Mill Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2035	185 Rice Mill Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2036	1911 Frederica Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2038	106 West Point Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2039	130 Rosemont Street	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2040	6200 Frederica Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2041	95 Musgrove Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2042	13 Stevens Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2043	100 Author Moore Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

2044	406 Sea Island Circle	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2045	Adjacent to 199 S. Harrington Rd	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2046	10 Southpoint Service Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2047	101 Davison Lane	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2048	401 Hawkins Island Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2049	104 Hawkins Lane	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2050	5695 Frederica Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2051	5000 Wellness Way	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2052	122 Point Lane	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2053	104 Sunrise	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

2054	345 N. Harrington Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2055	122 Laurel View Drive	SSI Lift Station	Bush Trimming, Outside Mulching, Mowing & S/F	_____
2056	1305 Lawrence Road (Across from 1310 Lawrence Rd.)	SSI Lift Station	Outside Mowing, Weed eating & S/F	_____
2057	211 Pikes Bluff Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2058	230 St. Annie Drive @Hinchinbrooke	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2059	16 Hampton Point Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2060	35 Lake Stillwater Drive	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2061	2660 Frederica Road	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2062	119 Marshes Edge Lane	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2063	4190 First Street @ Coast Guard Station	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

2064	Hendrix Walk	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2065	407 Ocean Boulevard	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
2066	122 North Cottages	SSI Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3101	293 Southport Pkwy	S Mainland Lift Station	Outside Mowing, Weed eating & S/F	_____
3102	2990 Highway 17 South	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3103	133 Royal Road	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3104	111 Queens Court	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3114	590 Southport Pkwy	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3121	294 Long Way	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3123	104 Clearwater Drive	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

3124	75 Joe Frank Harris Blvd	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
3129	Satilla Sands	S Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4001	Between 327 & 411 Newcastle St. ROW	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4002	1309 Reynolds Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4003	2020 Newcastle Street	Brunswick Lift Station	Outside Mowing, Weed eating & S/F	_____
4005	3415 Stonewall Street	Brunswick Lift Station	Outside Mowing, Weed eating & S/F	_____
4006	3700 Altama Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4007	4501 Habersham Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4008	300 Glynn Isles	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4009	3123 Boxwood Street	Brunswick Lift Station	Mowing, Weed eating & S/F	_____

4010	2706 Gordon Street	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4011	2315 Pinewood Drive	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4012	4614 Altama Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4013	301 Hornet Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4014	3527 Community Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4015	4000 Riverside Drive	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4016	209 Norman Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4017	2845 Parkwood Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4018	2702 Carrie Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4019	1820 Glynn Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4020	61 Scranton Road Connector	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4021	4727 Altama Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4022	3724 Coral Park Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4023	5801 Altama Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4024	122 Landover Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4025	5700 Altama Avenue	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4026	96 Buckingham Place	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4027	167 Stafford Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4028	101 Oscar Lane	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4029	145 Emanuel Farm Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4030	305 Butler Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4031	1200 Glynn Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4032	1299 Bay Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4034	107 Sapelo Island Circle	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4035	3850 Ross Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4036	1253 B & W Grade Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4037	150 Crossbrook Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4038	398 Marana Circle	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4039	150 Indigo Drive @ intersection with Airport Industrial Drive	Brunswick Lift Station	Outside Mowing, Weed eating & S/F	_____
4041	540 Cannole Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4042	133 Cardinal Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4043	1000 Fountain Lake Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4044	130 Altama Connector	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4045	3598 Darien Highway	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4046	450 Perimeter Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4047	Scranton Connector	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4048	3983 Darien Highway	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4049	2809 Fourth Street	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4050	1 Conservation Way	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4051	2801 Sidney Lanier Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4052	295 Roberts Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4054	206 South Commercial Drive	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4055	665 Scranton Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4056	2000 Old Cypress Mill Road	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4057	148 Zachary Drive Unit 1700	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4058	186 Palmera Lane	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4059	3059 Old Cypress Mill Road	Brunswick Lift Station	Mowing, Weed eating & S/F	_____
4060	120 Willow Pond Way	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4062	311 Crispen Blvd Unit 1700	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4063	424 Vogel Road	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4064	2304 Glynn Avenue	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4065	4160 US Hwy 17 North	Brunswick Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4105	10 Cate Road Unit S	N Mainland Lift Station	Mowing, Weed eating & S/F	_____
4106	10 Sandalwood Circle	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4107	1430 Cate Road	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4108	295 Gateway Center Blvd	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4109	1601 Glyngo Pkwy @ Air Nat. Guard	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4110	Harry Driggers Blvd	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4111	15 Country Walk Drive	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4112	110 Brockwater Dr.(Altama Blvd.)	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4113	10 Millenium Service Road	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4116	110 Public Safety Blvd. Cate Rd.	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4117	116 Spring Lake Circle	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4118	105 Shell Drive	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4119	7175 Golden Isles Parkway	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4120	154 Fantail Court	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4122	534 Freedom Drive	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4124	Entrance to ROW @ 1091 Autumn Wood Cir. E.	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4125	236 Sandlebrook Trace	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4126	435 McKenzie Drive	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____

4127	101 River Ridge Road	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4128	233 Sweetwater Blvd	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4131	7391 Golden Isles Pkwy	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4132	1288 Oak Grove (No Lift Station)	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4133	383 Pecan Pointe Drive	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
4134	7701 Golden Isles Pkwy	N Mainland Lift Station	Bush Trimming, Mowing, Weed eating & S/F	_____
Academy Creek	2909 Newcastle Street	Wastewater Treatment Plant - BWK	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	_____
St. Simons Island	601 Palmetto St. @ 6th St.	Wastewater Treatment Plant - SSI	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	_____
Exit 29	I-95 Exit 29 Area - 391 Southport Parkway	Wastewater Treatment Plant - S BWK	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	_____
15GST/EST	Perry Park (I St. @ Cleborne St.) @ Multi- Purpose Building	Mainland Water Station	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	_____

103GST/W	Goodyear (3226 Hampton Ave - Behind Offices)	Mainland Water Station	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	<hr/>
104GST/W	Brunswick Villa (1640 & 1641 Townsend St. @ Whitlock St.)	Mainland Water Station	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	<hr/>
108GST/W	FLETC Tucson/Transportation Drive	Mainland Water Station	Mowing, Bush Trimming, Weed eating, Sidewalk Edging & S/F	<hr/>
109WS	FLETC Remote well - Tucson/Memorial @ Pond	Mainland Water Station	Weed eating	<hr/>
114GST/W & 112WS	I-95 Exit 36 Area (125 Glyndale Dr. @ Howard Dr.)	Mainland Water Station	Mowing, S/F, Weed eating & Fence Clearing	<hr/>
110GST/W	2304 Glynn Ave. @ Howard Coffin Park (Same lot as LS4064)	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
11EST	1409 Prince Street @ MLK Blvd.	Mainland Water Station	Mowing, S/F, Weed eating & Fence Clearing	<hr/>
12EST	First Street @ 3101 Brailsford Ave.	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
108EST	FLETC - Memorial Drive	Mainland Water Station	Mowing, S/F, Weed eating & Fence Clearing	<hr/>
13EST	30 Peppertree Crossing Rd. off Scranton Connector (@Glynn Mall)	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>

114EST/W & Water Lab	I-95 Exit 36 Area (entrance @ 1743 Old Jesup Rd. @ Wrangler Rd.)	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
NM104W	115 Harry Driggers Blvd. @ Canal Rd. (near Air National Guard)	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
NM105GST/W	Golden Isles I (1201 Shell Rd. off Harry Driggers Blvd.)	Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
NM106GST/W	Golden Isles II (7109 Golden Isles Pkwy.)	Mainland Water Station	Outside Mowing, S/F, Weed eating & Fence Clearing	<hr/>
NM102WF & NM101W	1761 Perry Lane Road	Mainland Water Station	Outside Mowing, S/F, Weed eating & Fence Clearing	<hr/>
NM103EST	5750 Golden Isles Pkwy. Near intersection of Cate Road	Mainland Water Station	Outside Mowing, S/F, Weed eating & Fence Clearing	<hr/>
SM102GST/W	I-95 Exit 29 Area - 212/214 Andy Tostensen Rd. (near Fancy Bluff Creek)	S Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
SM101W	I-95 Exit 29 Area - 391 Southport Pkwy @ WWTP (include with WWTP)	S Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
SM 103 GST/EST/W	266 Old Brookman Road Elevated Storage Tank	S Mainland Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing	<hr/>
SS108W	101 Hampton River Club Marina Rd. (off of Rice Mill Rd.)	SSI Water Station	Mowing, S/F, Weed eating & Fence Clearing	<hr/>

SS107W	93 Clubhouse Rd. (off Rice Mill Rd.)	SSI Water Station	Mowing, S/F, Weed eating & Fence Clearing
SS101W	2007 Demere Rd. (near St. Simons Island Jetport)	SSI Water Station	Mowing, Weed eating, S/F & Vines on Building
SS105GST/W	1915 Demere Rd. (near St. Simons Island Jetport)	SSI Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing
SS103GST/W	161 South Harrington Rd. (@ JWSC Maintenance Facility)	SSI Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing
SS102GST/W	950 Mallory Street	SSI Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing
SS104 EST	2731 Demere Rd.	SSI Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing
SS109EST	35 Marsh's Edge	SSI Water Station	Mowing, S/F, Bush Trimming, Weed eating & Fence Clearing
SSI	159 South Harrington Rd (Lot Adjacent to JWSC Maintenance Facility)	Empty Lot	Bush Trimming, Mowing, Weed eating & S/F
SSI	161 S Harrington Rd - JWSC Maintenance Facility	Empty Lot	Bush Trimming, Mowing, Weed eating & S/F
Mainland	1703 Gloucester St.	Admin Office	Mowing, Landscape Trimming, Straw Maintenance, Leaf Removal from Parking Lot and Roof

Mainland	1711 Gloucester St.	Admin Office - Annex	Mowing, Landscape Trimming, Straw Maintenance, Leaf Removal from Parking Lot and Roof	_____
			TOTAL ALL LOCATIONS:	=====

Note: An **electronic MS Excel Spreadsheet of all Facilities within this Service Cost Schedule is available and will be posted on BGJWSC Website.**

<http://www.bqjwsc.org/about-the-bqjwsc/bid-opportunities-and-rfps/>

End of Section "E"

SECTION “D”

General Conditions

1.0 CONTRACT ADMINISTRATION

The Contract Administrator for this ITB shall be Pamela Drury-Crosby, Director of Procurement, (912) 261-7127. The Contract Administrator shall act as the JWSC's Representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract for Services. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Brunswick-Glynn County Joint Water and Sewer Commission
Attn: Pamela Drury-Crosby, Director of Procurement
1703 Gloucester Street
Brunswick, Georgia 31520
Telephone: (912) 261-7127
E-Mail: pcrosby@bgjwsc.org

2.0 CONTRACT TECHNICAL REPRESENTATIVE

The Contract Technical Representative is the JWSC's day-to-day manager of the contracted services. He, and/or his designated representative, shall provide the successful Bidder direction and monitor the results within the limits of the contract's terms and conditions. Contract Technical Representative will decide questions that may arise as to quality and acceptability of services performed. He will be the point-of-contact for developing contract changes and amendments to be approved and executed by the JWSC. Any technical questions arising subsequent to contract award are to be addressed to the Contract Technical Representative at the following address:

Brunswick-Glynn County Joint Water and Sewer Commission
Attn: Mr. Mark Hopkins, Facilities Maintenance and Security Manager
1703 Gloucester Street
Brunswick, Georgia 31520
Telephone: (912) 261-7127
Email: mhopkins@bgjwsc.org

3.0 NOTICE OF AWARD OF CONTRACT

As soon as possible, and within thirty (30) days after receipt of proposals, the JWSC shall select and notify the successful Bidder of its intent to enter into a contract agreement. Should the JWSC require additional time to award a contract, the time may be extended by written mutual agreement between the JWSC and the successful Bidder. If an award of the Contract for Services has not been made within thirty (30) days from the bid opening date or within the extension mutually written and agreed upon, the Bidder may withdraw the bid upon written notice to the JWSC without further liability on the part of either party.

4.0 NOTICE TO PROCEED

The "Notice to Proceed" shall be issued within ten (10) days of the execution of the Contract for Services by the JWSC. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the JWSC and the successful Proposer.

5.0 INSURANCE

The successful Bidder shall not commence work and services until all insurance described below has been obtained and such insurance has been approved by the JWSC, nor shall the successful Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful Proposer.

The Contractor shall maintain insurance with companies reasonably acceptable to the JWSC. Such insurance shall be authorized to do business in Georgia, and have a rating with A.M. Best & Co. of A-VII or better, unless otherwise approved in writing by the JWSC. Such insurance shall be sufficient to protect the Contractor from claims set forth herein below which may arise out of or result from the operations of the Contractor, whether such operations be by the Contractor, by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable including, but not limited to, the following:

- a.** Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- b.** Claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the Contractor;
- c.** Claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the Contractor;
- d.** Claims for damages insured by usual personal injury liability coverage which are sustained by any other person;

- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; and
- f. Claims for contractually assumed liability under the Service Agreement.

The aforesaid insurance required to be maintained by the Contractor may be written under an umbrella policy or policies, but shall not be written for less than the limits of liability specified herein below or less than any limits required by law, whichever is greater. The Contractor shall maintain during such time as the Contractor is performing hereunder the work and services, subject to a policy or policies having a deductible not greater than \$5,000 on account of any one occurrence, (i) workers' compensation insurance in an amount not less than the greater of that required by law or \$500,000 for injuries, including accidental death to any one person, (ii) commercial general liability insurance with a general aggregate of \$1,000,000 and not less than \$500,000 for each occurrence, (iii) automobile liability insurance in an amount not less than a combined single limit of \$500,000 for injuries, including accidental death, and (iv) property damage liability insurance in an amount not less than \$500,000 on account of any one occurrence with a \$1,000,000 aggregate.

Certificates of insurance indicating that the Contractor has obtained such coverage shall be provided to the JWSC prior to commencement of the work and services hereunder. If requested by the JWSC, a copy of the policies evidencing such coverage shall be filed with the JWSC prior to the commencement of the contracted services. Such certificates shall be in form and substance reasonably acceptable to the JWSC. The certificates shall indicate, except in respect to workers' compensation insurance coverage, that the **JWSC is an additional named insured with respect to such coverage, shall indicate that such coverage is primary and is not contributory with any similar insurance purchased by the JWSC, and shall contain a provision that such coverage shall not be canceled until at least thirty (30) days prior written notice has been given to the JWSC.**

6.0 QUANTITIES

None of the various JWSC departments, divisions, employees or agencies, individually or collectively, shall be required to purchase any minimum or maximum amount during the life of any contract, or extension thereof, as a result of this RFP.

7.0 TERMINATION OF SERVICES

The Contract for Services between the successful Bidder and the JWSC may be terminated based on the following:

- a. JWSC electing, in writing, not to exercise any of its option periods.

- b.** Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of sufficient skilled personnel, materials or equipment, or fails to make prompt payments to subcontractors or vendors, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or otherwise breaches any contract provision. Should any single, multiple or all of the above conditions occur, the JWSC shall have the authority to terminate the contract with written notice to the successful Bidder. The successful Bidder shall be liable for any losses occurring as a result of not abiding by the terms of the agreement. Nothing in this subparagraph (b) shall affect the JWSC's right to terminate the Contract for Services, at any time upon notice, for convenience and/or in the best interests of the JWSC.
- c.** The successful Bidder shall have the right to voluntarily terminate this agreement at any time upon thirty (30) days advance written notice to the JWSC. All correspondence of this nature will be forwarded by certified or registered mail with return receipt requested.
- d.** Any termination of the Contract for Services shall not affect any right of the JWSC against the Contractor then existing or which may thereafter occur. Any retention of payment of monies by the JWSC due the Contractor will not release the Contractor from liability under or compliance with the Contract Documents.

8.0 INDEMNIFICATION

The successful Bidder will indemnify and hold harmless the JWSC and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work and services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the JWSC or any of their agents or employees, by any employee of the successful Bidder, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under federal and state workers' compensation and disability benefits statutes, and applicable laws relating thereto.

9.0 ASSIGNMENTS

The successful Bidder shall not assign the whole or any part of its contract with the JWSC or any monies due or to become due there under without prior written consent of the JWSC. In case the successful Bidder assigns all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services set forth in the contract.

10.0 LAWS AND REGULATIONS

The successful Bidder's attention is directed to the fact that all applicable federal, state and local laws, including rules and regulations of all entities having jurisdiction over the work and services, shall apply to its contract with the JWSC throughout. The successful Bidder shall keep himself fully informed of all laws, ordinances and regulations of the federal, state, county and municipal governments or authorities in any manner affecting those engaged or employed in providing the work and services or in any way affecting the conduct of the work and services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall immediately report the same in writing to the JWSC.

The successful Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the JWSC and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Licenses of a temporary nature, necessary for the prosecution of the work and services, shall be secured and paid for by the successful Proposer.

11.0 NOTICE AND SERVICE THEREOF

- a.** All notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b.** Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in his Bid or at such other office as the Contractor may from time to time designate to the JWSC in writing, or if deposited in the United States Mail in a sealed, postage-prepaid envelope, in each case addressed to such office, except as otherwise provided in the Contract for Services, Section 17.

- c. All papers required to be delivered to the JWSC shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the JWSC will be sufficiently given if delivered to the office of the Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, in each case addressed to the Contract Administrator or to such other representative of the JWSC or to such other address as the JWSC may subsequently specify in writing to the Contractor for such purposes, except as otherwise provided in the Contract for Services, Section 17.

12.0 SCHEDULES, REPORTS, AND RECORDS

The Contractor shall submit to the JWSC in a timely manner all schedules, reports, estimates, records and other data as the JWSC may request concerning the work and services performed or to be performed. At the start of each month, Contractor shall submit location schedules to BGJWSC technical representative via e-mail in an Excel format.

13.0 CHANGES IN THE CONTRACT

a. Changes in the Service

The JWSC may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract for Services. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work and services, an equitable adjustment shall be negotiated and authorized by the issuance of a Contract Amendment and signed and sealed by the parties. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Contract Administrator written notice thereof within fifteen (15) calendar days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendment pending the receipt of an executed Notice to Proceed instruction from the JWSC.

The JWSC may, when changes are minor or when changes would result in relatively small changes in the fee or contract time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the JWSC shall indicate this intent in a written notice to the Contractor.

b. Changes in Fee

The fee shall be changed only by a mutual agreement by the Contractor and the JWSC as authorized by an amendment to the Contract for Services. The Contractor shall, when required by the JWSC, furnish to the JWSC in a timely manner the method and justification used in computing the change in fee as related to the work and services ordered.

c. Changes in Contract Period

The Contract Periods shall be changed only by an amendment to the Contract for Services. Changes in the services described herein above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the JWSC and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made. The JWSC reserves the right to reject, in whole or in part, the Contract Technical Representative's certification of any request for payment by the Contractor.

14.0 PAYMENTS AND COMPLETION

a. Application for Payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to the Contract Technical Representative listed in Section "F," Paragraph 2.0. Each monthly application must be submitted with service date by location via Excel. The BGJWSC Contract Technical Representative will reconcile against monthly schedule and be responsible for processing payment application with Accounts Payable.

b. Certificate for Payment

If the Contractor has made application for payment, as above, then the Contract Technical Representative will issue a Certificate for Payment to the Finance Division for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Certificate. After the Certificate for Payment has been issued, the Finance Division shall pay to the Contractor within thirty (30) days the amount covering services completed. No Certificate for Payment, nor any payment, shall constitute an acceptance of any work or services not in accordance with the Contract Documents.

c. Governing Documents

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this IFB, the Bidder's responsive submission, and the Contract for Services.

d. Retention of Payments

If the Contractor fails to maintain his schedules or is not performing services to the satisfaction of the JWSC under the Contract Documents, the JWSC may retain 10% of the gross value of any completed work as indicated by a current approved invoice. After the Contractor has corrected his performance under the Contract Documents to the satisfaction of the JWSC and within a time period satisfactory to the JWSC, then the JWSC will release the 10% retained on a current approved invoice. If work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor.

e. Prompt Pay Discounts (PPD)

The payment terms of BGJWSC are **NET 30 Days**. However, Contractors who agree to accept Electronic Funds Transfer (EFT) may benefit from offering a Prompt Pay Discount. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for services rendered. BGJWSC benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the BGJWSC, the discount(s) must be identified for 10, 15, 20 or 30 days for payment issuance in the submitted proposal to be considered. Listed below is an example of the format requested.

- 5% = 10 days
- 3% = 15 days
- 2% = 20 days
- 1% = 30 days

If no discount is offered, enter 0%

Prompt Payment Discount %	Payment Issue Date within
%	10 Days
%	15 Days
%	20 Days
%	30 Days

15.0 CONTRACTOR'S CLAIM

No claim for additional or other compensation beyond the Fees shall be allowable unless the Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

16.0 CONTRATOR AGREEMENT TO JURISDICTION

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of, or in any manner relating to, it's Agreement with the JWSC shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of said Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or *forum non conveniens* or any similar basis.

End of Section "D"

SECTION "E"

Representation

(SUBMIT WITH PROPOSAL)

1.0 OWNERSHIP AND CONTROL INFORMATION

- 1.1 **Ownership Identification:** To be completed by all principals, officers, and directors of the Proposer and by beneficial owners of twenty percent (20%) or more of the stock or other ownership interest in the bidding firm. Beneficial owners include individuals, corporations, partnerships, joint ventures and unincorporated associations.

(Name of individual)

(Name of organization)

(Address)

(Address)

Nature of Interest: Partner Stockholder/Owner
 Officer Corporate Director

(Profession or Occupation)

(Name of Employer)

(Address of Employer)

(Address of Employer)

- 1.2 Relationship to Proposing Organization:** Number of shares of each class of stock or ownership interest in this Proposers organization (including stock options, stock subscription, and partnership options):

-
-
-
- 1.3 Publicly Held Corporation:** Is the Proposer a publicly held corporation as defined by the rules and regulations of the Securities and Exchange Commission?

Yes [] No []

1.4 Stock Information: If you answered yes to 1.3, then provide the following stock related information:

Class of Stock	Par Value	Vote per Share	Number Shares Issues	Number Shares Subscribed	Total Stockholders
----------------------	--------------	----------------------	----------------------------	--------------------------------	-----------------------

=====

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

1.5 Ownership Control: Is the Proposer’s corporation directly or indirectly controlled by another corporation or legal entity?

Yes [] No []

If yes, explain here:

1.6 **Obligations:** Does the Proposer have any other obligations or securities authorized or outstanding that bear voting rights either absolutely or upon any contingency?

Yes [] No []

If yes, supply the following information:

- a. The nature of such securities.
- b. The face or par value.
- c. The number of units authorized.
- d. The number of units issued and outstanding.
- e. The number of units, if any, proposed to be issued.
- f. The conditions of contingency upon which securities may be voted.

End of Section "F"

(SUBMIT WITH PROPOSAL)

STATE OF _____

COUNTY OF _____

AFFIDAVIT

This Proposal is submitted to the Brunswick-Glynn County Joint Water and Sewer Commission by the undersigned who is an authorized officer of the Company and said Company is licensed to do business in Georgia, and that his Company meets all the Qualifications/Selection Criteria listed in Section "D." Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the JWSC's option, may result in a revocation of the granted contract.

Consent is hereby given to the JWSC to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the JWSC decides to review this Proposal, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Proposer's Proposal with no re-submittal rights.

The successful Proposer understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the JWSC's judgment may best serve the public interest of its rate payers and employees, may grant a contract.

The Proposer, by attesting below, certifies that its Proposal is valid for a period of at least ninety (90) days from the required submission date and that no costs incurred by recipients of the RFP in anticipation of receiving a contract award from the JWSC will be reimbursed by the JWSC.

The successful Proposer understands that its Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____

(Print/Type)

Signature

Title: _____ Date: _____

Address:

Telephone: _____ Fax: _____

Email: _____

Federal Taxpayer Identification Number:

Signed, sealed and delivered in the

Presence of:

Notary Public

My Commission Expires:

(Notary Seal)

PART "A"
CONTRACT FOR SERVICES
BY AND BETWEEN
BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
AND
XXXXXXXXXX

THIS AGREEMENT made and entered into by and between the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a public corporation created by Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "JWSC") and _____, a _____ licensed to do business in the State of Georgia (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the JWSC issued an Invitation To Bid on or about _____, 20__ (hereinafter referred to as the "Solicitation") from qualified vendors to provide for Water and Wastewater Facilities Landscaping Services (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor submitted a qualified proposal in response to the Solicitation; and

WHEREAS, the JWSC, at a regular meeting held on _____, 20__ authorized the award of the Project to the Contractor; and

WHEREAS, it is the intention of the parties hereto to enter into this Contract for Services (hereinafter referred to as the "Agreement") in order to provide a statement of the respective covenants, conditions and agreements in connection with the performance of services by Contractor to the JWSC.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES

- (a) In the performance of the Project services required under this Agreement, Contractor shall be an "independent contractor" with the authority and

responsibility to control and direct the performance and details of the Project Work and services required under this Agreement; provided, however, JWSC shall have a right to inspect Work in progress to determine whether in JWSC's opinion the Project services are being performed by Contractor in accordance with the provisions of this Agreement.

- (b) All persons hired or used by Contractor shall be Contractor's employees and agents and Contractor shall ensure that such persons are qualified to engage in the activity and services in which they participate. Contractor shall be responsible for the accuracy, completeness and adequacy of any and all Work and services performed by Contractor's employees and agents and shall ensure that all applicable licensing and operating requirements of federal, state, county and municipal governments, and all applicable accreditation and other standards of quality generally accepted in the field of Contractor activities are complied with and satisfactorily met.
- (c) Contractor expressly agrees to assume the sole and entire liability (if any liability is determined to exist) to its employees, agents and other persons for all loss, damage or injury caused by Contractor's employees and agents in the course of their employment. The mere participation in the performance of Project services under this Agreement shall not constitute nor be construed as employment with JWSC and shall not entitle Contractor or Contractor's employees, agents or subcontractors to vacation, sick leave, retirement or other benefits afforded by employees of the JWSC. Contractor shall be responsible for payment of applicable income, social security and any other federal, state, and/or local taxes and fees.
- (d) Contractor assumes sole responsibility for completion of the Project undertaken pursuant to this Agreement. The JWSC shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the Project Work or services contemplated by this Agreement may not be entered by Contractor without prior written approval by the JWSC.

2. CONTRACT DOCUMENTS

- (a) This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein, (hereinafter referred to in this Agreement as the "Contract Documents") as follows:

- (1) JWSC's Solicitation, dated _____, 20____, including Addendums, if any.
- (2) Contractor's Proposal for Facilities Landscaping Services, dated _____, 20____.
- (3) This Agreement, which includes the following Parts:
 - Part B: Performance Bond
 - Part C: Payment Bond
 - Part D: Affidavit of Payment of Claims
 - Part E: Certificate of Insurance
 - Part F: Drug Free Workplace Certification
 - Part G: E-Verify Contractor Affidavit and Agreement
 - Part H: E-Verify Subcontractor Affidavit and Agreement

- (b) In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Section 2, Contract Documents.

3. SCOPE OF WORK

- (a) Contractor agrees to provide all the staff, facilities, materials, supplies, equipment and labor necessary to carry out, in good faith, the complete requirements of the Project specified as Water and Wastewater Facilities Landscaping Services in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Proposal, the Advertisement for Proposals, Instructions to Proposers, General Terms and Conditions, Supplementary Conditions, if any, Representations, this Agreement and all addenda hereto annexed, and the Contract Documents shall form essential parts of this Agreement as if fully contained herein.
- (b) Contractor agrees to perform all Project services as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, JWSC personnel or any other person, including providing and maintaining all necessary precautions for the protection of the public. In addition, Contractor agrees to perform the Project contemplated herein in a manner

that poses no threat to the environment or violates any federal, state or local laws, ordinances, rules or regulations regarding environmental concerns.

- (c) Contractor agrees to keep the rights-of-way, easement area, as applicable, and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the Work, and progressively as the Work is completed he shall remove all waste materials, rubbish and debris from and about the work areas and shall leave the site clean.

4. NOTICE TO PROCEED

The Contractor agrees to commence the Project included in this Agreement on a date to be specified in a written Notice to Proceed.

5. COMPENSATION

- (a) The JWSC agrees to pay the Contractor, in current funds, for the performance of this Agreement based on the units and pricing for the Project and listed at Exhibit "A," which sums shall also pay for all loss or damage arising out of the nature of the Project aforesaid, or in the performance of the Project and for all expenses incurred by, or in consequence of the Project, its suspension or discontinuance, and for well and faithful completion of the Project and the whole thereof, as herein provided.
- (b) The JWSC and Contractor agree that Specifications, if any, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the JWSC budgetary process, agrees to waive the terms of O.C.G.A. § 13-11-1 *et seq.*, known as the Georgia Prompt Pay Act.
- (c) Contractor further agrees to toll the time for payment herein for an additional and reasonable period of time for the JWSC representative overseeing the Project or Work contemplated by this Agreement to approve the Work and/or services performed.
- (d) The JWSC shall have thirty (30) calendar days from approval by the JWSC representative in which to pay the Contractor; subject to any documentation requests by the JWSC as necessary to allow the JWSC to evaluate the completeness and accuracy of monies due.

- (e) A portion of any authorized payment then due may be retained for failure to perform under this Agreement as set forth in the Solicitation, Section "F," Paragraph 14.0.

6. TERM OF AGREEMENT

- (a) This Agreement shall be for one (1) initial year with four (4) one (1) year options for JWSC to renew, in its sole discretion, under the same terms and conditions set forth herein.
- (b) This Agreement shall commence and is binding on the parties as of date last written below.

7. INSURANCE

Contractor shall not commence Work on the Project under this Agreement until all insurance set forth in the Solicitation, Section "F," Paragraph 5.0, Insurance, has been obtained and such insurance certificates have been approved by the JWSC. The certificates of insurance shall indicate the JWSC as an additional named insured and that the coverages are primary and not contributory with any similar insurance purchased by the JWSC, and shall contain a provision that such coverage shall not be cancelled until at least thirty (30) days prior written notice has been given to the JWSC.

8. INDEMNIFICATION

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the JWSC, its officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, damages, losses and expenses, including but not limited to all fees and charges of engineers, attorneys and other professionals and all court costs, arising out of or resulting from the performance of the Work, but only to the extent caused in whole or in part by acts or omission of the Contractor, its officers, directors, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, costs, damage, loss or expense is caused in part by a party indemnified hereunder. In any and all claims against the JWSC or any of its agents or employees, the indemnification obligation shall not be limited in any way by the amount or type of damages. Contractor shall not indemnify JWSC, its officers, directors, employees or agents for their own, sole negligence.

9. ASSIGNMENT

Contractor shall not assign or transfer any part of or all of the Project to be performed under this Agreement, or any right accruing hereunder, without the express written consent of JWSC. The JWSC may condition any consent and approval upon such terms and provisions that JWSC may deem necessary. Further, no assignment of claims for money due or to become due to Contractor under this Agreement shall be effective unless the assignment of such claim is first approved, in writing, by the JWSC.

10. PROHIBITED DISCRIMINATION

Contractor shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, genetic information or any other status protected by law, in employment or in any condition of employment with Contractor or in participation in the benefits of the Work provided by Contractor under this Agreement.

11. COMPLIANCE WITH ALL LAWS

Contractor shall observe and comply with the laws of the State of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State.

12. REMEDIES; DISPUTE RESOLUTION

- (a) Contractor irrevocably consents that any legal action or proceeding arising out of or in any manner relating to this Agreement shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or *forum non conveniens* or any similar basis.
- (b) A dispute between the parties arising out of or in any manner relating to this Agreement, or breach thereof, may be submitted to binding arbitration or resolved in a court of law having jurisdiction of such matters. Once a

party elect's arbitration, such election is binding on both parties. An arbitrator selected from a panel in Glynn County, Georgia, provided by the American Arbitration Association shall resolve the dispute. The cost of arbitration shall be borne equally by the parties. The arbitration decision may be appealed in accordance with State law.

- (c) No provision set forth in this Section is to have the effect to abridge the right of any party to proceed in a court of law or equity.

13. MODIFICATION OF AGREEMENT

No modification, alteration or amendment to the terms of this Agreement shall be effective unless written and signed by the authorized representative of all parties hereto.

14. WAIVER

The failure of either party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same. No waiver by either party of any condition or the breach of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

15. TERMINATION OF AGREEMENT

- (a) The JWSC may, at any time upon written notice to the Contractor, terminate this Agreement for convenience, without prejudice to any right or remedy of the JWSC, in whole or as to any portion of the Project, then existing or which may thereafter accrue. If the JWSC terminates this Agreement for convenience, then JWSC's only obligation to Contractor will be for payment of compensation earned up to the date of such termination and all outstanding costs including those materials in transit and uncancellable, if any.
- (b) When the Contractor's services have been terminated by the JWSC, the Contractor in calculating his termination application for payment, shall develop his outstanding costs, including those materials in transit and uncancellable, if any, with the appropriate percentage markups; subcontractors shall follow the same procedures. All costs must be substantiated by adequate back-up documentation. Any retention or payment of moneys due to the Contractor by the JWSC will not release

the Contractor from liability.

- (c) The Contractor may not terminate this Agreement without the JWSC's consent except for failure of the JWSC to pay sums due to the Contractor hereunder. Prior to termination, the Contractor must give written notice to the JWSC allowing thirty (30) calendar days to investigate and remedy any failure or breach hereof. Should the JWSC fail to remedy the failure or breach hereof within such thirty (30) days, the Contractor shall give written notice, addressed to the JWSC Executive Director, sent by certified mail, return receipt requested, of its intention to cease providing services upon a day certain after delivery of such notice.

16. AGREEMENT SECURITY - BONDS

Contractor shall furnish payment and performance bonds in penal sums of \$150,000 for the payment bond and \$150,000 for the performance bond, conditioned upon the performance by the Contractor of all undertakings, covenants, terms and conditions of this Agreement. Such bonds shall be substantially in the forms in the Solicitation or as otherwise acceptable to the JWSC and its legal counsel. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond.

17. NOTICES

- (a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as Notice).
- (b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- (1) If to Contractor:

- (2) If to JWSC:

- Jimmy Junkin, Exec. Director
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

(3) Copy to:
Charles Dorminey, JWSC Attorney
Hall Booth Smith, P.C.
3528 Darien Highway, Suite 300
Brunswick, Georgia 31525

- (c) Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was in fact delivered, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.
- (d) The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

18. WARRANT OF AUTHORITY

Each individual executing this Agreement on behalf of any party expressly represents and warrants that he/she has authority to do so, and thereby to bind the party on behalf of which he/she signs, to the terms of this Agreement.

19. ENTIRE AGREEMENT - BENEFIT TO PARTIES

- (a) This Agreement and any attached exhibit(s) constitute the final and entire agreement and understanding between the parties hereto regarding the subject matter hereof. No prior written promises, or contemporaneous or subsequent oral promises or representations, shall be binding and are to be without effect in the construction of any of the terms or conditions of this Agreement.
- (b) With the exception of rights expressly conferred herein, nothing expressed or mentioned in or to be implied here from is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect hereto or any agreement, condition or provision herein contained and no provision shall be construed as creating any debt as against Contractor or JWSC in favor of any such person; this Agreement and the covenants, conditions and provisions hereof being intended to be used for the sole and exclusive benefits of the parties hereto.

(c) Contractor and JWSC, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

21. TIME IS OF THE ESSENCE

Time is of the essence in fulfilling all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original counterparts by their duly authorized officers under their respective seals affixed hereto, all as of the date last shown below.

**BRUNSWICK-GLYNN COUNTY JOINT
WATER AND SEWER COMMISSION**

By: _____, Chairman

Attest to: _____, Director

Date: _____

SEAL

[CONTRACTOR]

By: _____, President

Attest to: _____, Corporate Secretary

Date: _____

SEAL

PART B: PERFORMANCE BOND

STATE OF GEORGIA

COUNTY OF GLYNN

KNOW ALL MEN BY THESE PRESENTS, that we, Company to be Named as Principal, (herein after known as "Contractor"), and we _____ as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit of those entitled thereto in the not to exceed sum of _____ (\$ _____) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed annual sum of _____ for the, **Facilities Landscaping Services** project, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the JWSC from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the JWSC such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed there under, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions the Official Code of Georgia and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this _____ day of _____, 20____. Executed in two (2) counterparts.

CONTRACTOR:

Company: _____

By:-

Signed, sealed and delivered

Title:

In the presence of:

(Seal)

1. _____

2. _____

SURETY:

(Surety Name)

By: _____

Signed, sealed and delivered

Title: _____

In the presence of:

(Seal)

1. _____

2. _____

PART C: PAYMENT BOND

STATE OF GEORGIA

COUNTY OF GLYNN

KNOW ALL MEN BY THESE PRESENTS, that we Company To Be Named as Principal, (herein after known as "Contractor"), and we _____ as Surety, are held and firmly bound unto the Brunswick-Glynn County Joint Water and Sewer Commission (hereinafter called the "JWSC"), in the not to exceed penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract with said JWSC, for the **Facilities Landscaping Services** project, as more fully appears in a written Agreement bearing the same project title, (hereinafter called the "Contract"), which Contract and the Specifications for said project shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with the provisions of the Official Code of Georgia and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this _____ day of _____, 20____. Executed in two (2) counterparts.



CONTRACTOR:

Company: _____

By: _____

Signed, sealed and delivered

Title: _____

In the presence of:

(Seal)

1. _____

2. _____



SURETY:

(Surety Name)

By: _____

Signed, sealed and delivered

Title: _____

In the presence of:

(Seal)

1. _____

2. _____

PART F: DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

(Company Name)

(Authorized Signature)

(Title)

Date: _____

PART D

AFFIDAVIT OF PAYMENT OF CLAIMS

(Submitted with Final Invoice)

_____ on this the _____ day of _____, 20____, appeared before me, _____, a Notary Public, in and for _____, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

Brunswick-Glynn County Joint Water and Sewer Commission ("JWSC") and _____ ("Contract or") last signed _____, 20____ for the Facilities Landscaping Services.

[CONTRACTOR]

By: _____, President

Attest to: _____, Corporate Secretary
_____ Date

(SEAL)

Signed, sealed and delivered in the presence of:

Notary Public

My Commission Expires:

(Notary Seal)

PART E
CERTIFICATE OF INSURANCE

This is to certify that

(INSURANCE COMPANY)

(INSURANCE COMPANY ADDRESS)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this Project; and it is agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

Brunswick-Glynn County Joint Water and Sewer Commission
Attn: John Donaghy, Chief Financial Officer
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520

It is further agreed that the Brunswick-Glynn County Joint Water and Sewer Commission shall be named as an additional insured on the Contractor's policy.

1. **Insured:**
2. **Service Program Name: Facilities Landscaping Services**
3. **Policy Number(s):**

DATE: _____

(INSURANCE COMPANY)

(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: PLEASE ATTACH CERTIFICATE OF INSURANCE FORM TO THIS PAGE.

PART G: E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security and Immigration Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor, as amended from time to time, are conditions of this Agreement for the physical performance of services.

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 Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of 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], as amended from time to time, and *in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91*. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each 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 the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Name of JWSC Project / Service Contract

Title of Authorized Officer or Agent of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signature and Printed Name of Authorized Officer or Agent **Date**

Subscribed and sworn before me on this the ____ day of _____, 2017.

Notary Public

My Commission Expires: _____

PART H: E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security and Immigration Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor, as amended from time to time, are conditions of this Agreement for the physical performance of services.

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 _____ a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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], as amended from time to time, and in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.*

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor 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. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Name of JWSC Project / Services Contract

Title of Authorized Officer or Agent of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signature and Printed Name of Authorized Officer or Agent

Date

Subscribed and sworn before me on this the ____ day of _____, 2017.

Notary Public

My Commission Expires: _____