

REQUEST FOR PROPOSALS

CONTRACT, PLANS AND SPECIFICATIONS

FOR

2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE

FOR

THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS

OF

THE CITY OF DALTON, GEORGIA

2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE

COMMISSIONERS

JOE YARBROUGH – CHAIRMAN

KEVIN BRUNSON

TOMMY BOGGS

ED ANTHONY

TOMMY THOMPSON

JOHN THOMAS

CHIEF EXECUTIVE OFFICER



JUNE 2025

TABLE OF CONTENTS
FOR
2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE
FOR
THE WATER, LIGHT AND SINKING FUND COMMISSION
OF
THE CITY OF DALTON, GEORGIA

Advertisement for Bids.....	001113
Instructions to Bidders.....	002113
Bid.....	004113
Non-Collusion Affidavit of Prime Bidder.....	004519
Corporate Certificate.....	004543
Statement of License Certificate.....	004546
E-Verify Affidavit.....	004549
Construction Contract.....	005213
Performance Bond.....	006113.13
Payment Bond.....	006113.16
General Requirements and Conditions.....	007213

**ADVERTISEMENT FOR BIDS
FOR
2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE
FOR
THE BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS
OF THE
CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

Sealed Proposals for 2025 Annual Landscaping and Ground Maintenance for the BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES (“Owner”) will be received in the Auditorium of the Dalton Utilities Administration Building at 1200 V.D. Parrott Jr. Parkway until **2:00 P.M.** local time **August 7, 2025**, at which time they will be publicly opened and read.

Work to be Done: The work to be done (hereinafter referred to as “Work”) consists of furnishing all materials and equipment, except those specified in the Bid, and performing all labor necessary for the following project (hereinafter referred to as “Project”):

- Annual Maintenance – Landscaping, Mowing, etc... for Approximately 132 Site.

The Owner is authorized to issue change orders, without the necessity of additional requests for bids, within the scope of the Project when appropriate or necessary in the performance of the contract. No additional work shall be performed unless authorized by the Owner. The bidder declares that it understands that the unit price quantities shown in the proposal are subject to adjustment by either increase or decrease, by the Owner, and that should the quantities of any of the items of the work be increased, the bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the bidder also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that quantities will be determined upon completion of the Work at which time adjustment will be made to the contract amount by direct increase or decrease.

Bidder Pre-qualification: Pre-qualification of bidders for this project is required. Bidders must submit a pre-qualification package containing requested information to the office of Dalton Utilities by 5:00 P.M., local time, **Thursday, July 24, 2025**. All applicants submitting pre-qualification documentation will be notified of their status via email to the contact person listed on the package by 5:00 P.M. **Friday, July 25, 2025**. Only bids submitted by properly pre-qualified bidders will be opened.

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on **Monday, July 28, 2025, at 2:00 pm** in auditorium at Dalton Utilities administrative building, addition information will be sent out to qualified bidders. If pre-qualified bidders do not attend, then Dalton Utilities will not open a bid from this contractor.

001113-2
Advertisement for Bids

Time Allotted: All work as specified herein is contractual for a period up to three years in one-year increments contingent upon quality of service.

Bids: Bids shall contain complete and detailed prices for labor, equipment, and installing materials for all items listed.

Performance and Bid Bond: A bid bond will be required in the amount of 10% of the total bid amount. A contract performance bond and a payment bond, in an amount equal to one hundred percent (100%) of the contract price, will be required of the successful bidder.

Withdrawal of Bids: Except as provided in O.C.G.A. Section 36-91-43, no submitted bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

Additional Instructions to Bidders, Drawings, Specifications and Contract Documents: Additional instructions to bidders, drawings, specifications, and other contract documents may be examined at Dalton Utilities, Watershed Engineering Services, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia. Drawings, Specifications and Contract Documents may be obtained at Dalton Utilities' website <https://www.dutil.com/resources/>

Acceptance or Rejection of Bids: The right is reserved to accept or reject any and all bids and to waive technicalities and informalities.

Statutory Requirements: Notwithstanding any provision of this advertisement, all proposals must also comply with the minimum applicable requirements of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

E-Verify Requirements: All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).

THE BOARD OF WATER, LIGHT AND SINKING FUND
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA

By: John Thomas, Chief Executive Officer

**INSTRUCTIONS TO BIDDERS
FOR
2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE
FOR
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF THE
CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

Bids received until **2:00P.M.**, Local Time, **May 8, 2025**

INSTRUCTIONS TO BIDDERS

I. Definitions:

Unless otherwise defined in this document, capitalized terms have the meaning defined in the Contract.

II. Evaluation of Bidders:

The Contract will be awarded pursuant to O.C.G.A. Section 36-91-21 to the lowest responsible and/or responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. A responsible bidder is a person or entity that has the capability in all respects to perform fully and reliably the Contract requirements as determined by Dalton Utilities ("Owner"). A responsive bidder is a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids as determined by Owner. Factors to be considered may include, but are not necessarily limited to the following:

A. Determination of Contract Awardee:

1. The Owner reserves the right to award the project to the Contractor who presents a bid that is determined to be the best overall value to the Owner. **This does not guarantee award of the project to the lowest bidder.** Award of this contract will be based on a combination of price, schedule, previous experience on similar projects, references from other sources having employed the contractor, and all other requirements detailed in this document and all contract documents. The Owner will

determine which is the lowest responsible and responsive bidder based on:

- a) Completeness: The completeness and regularity of the bid form.
 - b) Exclusions: Bid form without exclusions, alternatives, or special conditions.
 - c) Contract Time: The Contractor has a maximum of **365** calendar days to complete the project.
2. Bidder's ability to begin the Work on this Project within three weeks upon the award of the Contract with sufficient resources to complete the Project by the Completion Date and maintain timely progress as determined by the Owner.

B. Qualifications of Bidders:

1. Each bidder must submit as part of its bid proposal a completed Statement of Bidder's Qualifications
2. The bidder must maintain a permanent place of business.
3. The bidder must have adequate technical experience on similar projects of comparable size.
4. The bidder must have sufficient resources (including but not limited to labor, equipment, and financial resources) to complete the Project by the Completion Date and maintain timely progress as determined by the Owner. The bidder should consider existing commitments in determining adequate personnel and equipment availability throughout the Project so as to stay on schedule and finish all Work by the Completion Date.
5. The bidder shall have all necessary licenses and permits to complete the Project by the Completion Date. All licenses and permits must give the bidder authority to perform the Work including similar licensing for reference in the bidder's State of origin.
6. If the Contract is awarded to the bidder, the bidder must obtain and maintain insurance coverage of the types and amounts set forth in the Service Agreement Contract.

III. Pre-qualification Submittal:

1. The bidder shall provide Corporate experience including:
 - a. The applicant has operated under the current corporate name for the last 5 years.
 - b. Provide name, address, and telephone number of applicant's corporate headquarters, relevant regional office(s) and subsidiaries, if any.
 - c. Provide name, title and biographical summary of all corporate officers.
 - d. The applicant has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 % of the contract amount. **Provide a statement of bonding capacity**, bonding company, insurance agent contact persons, and telephone numbers.
 - e. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
 - f. The applicant has never failed to complete a project. Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain.
 - g. The applicant has a history of completing projects consistently on time and within the bid amount. **Contractor must provide a statement of any projects that were not completed on time.** Provide a statement that the applicant has not been involved in liquidated damages in the past 5 years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, explain.
 - h. The applicant has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past 5 years. If this is not the case, please explain.
 - i. The applicant has available project management personnel with at least two years' experience on projects with the technical characteristics listed in paragraph 2 below to complete the project. Provide experience of proposed on-site project manager and/or field superintendent who would supervise and be in charge of the project. Experience can be from a previous employment but must be pertinent to technical information listed in paragraph 2. If your firm is the successful bidder, at least one of these key personnel must be actively involved in the day-to-day operations of the **2025 Annual Landscaping and Grounds Maintenance** in Whitfield County, Georgia.

j. List all other projects currently under contract, the current contract amounts, and scheduled completion dates.

k. Contractor must provide OSHA Incident Rate for the past three (3) years.

2. The bidder shall provide Reference of previous similar work including:
- a.) Previous contracted maintenance work:
 - i. Work must have been completed or started within the timeframe of January 1, 2025 and January 1, 2021. Each reference must be complete or progressing on schedule as of December 1, 2021. Dalton Utilities will consider experience performed as a sub-contractor, provided that work was completed ahead on schedule and within budget.
 - ii. Work must be at least \$100,000.00, or that portion of a sub contracted project must have been equal to or greater than \$100,000.00.
 - b.) Provide the information specified below for each of the above projects:
 - i. Name of the project as bid; name of Owner; name of Contractor or Firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
 - ii. A complete description of each project including areas maintained and monthly man-hours required.**
 - c.) The bid amount and final cost to the Owner, with an explanation of cost overrun, if any, including change orders.
 - d.) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.
3. Technical expertise / experience in the following:
- a.) Established Commercial Herbicide Program
 - i. Initial date license acquired
 - ii. Prospective Herbicides to be used on Owners properties

- iii. Prospective Chemical “nutrients” to be used on Owners properties to enhance the strength and longevity of existing grass, shrubbery and trees.
- iv. Approximate total amounts of herbicide chemicals the contractor utilized in the period from 1-1-2024 to 12-31-2024 (list each individually)
- b.) Arborist experience
 - i. Provide examples of work
 - ii. List any certifications
- c.) Experience maintaining vegetative ground cover on both category I and category II safe dam structures
 - i. Provide a list of sites and years’ experience with each.
 - ii. Provide a summary of the types of maintenance performed at each site including both reoccurring and/or situation specific.
- d.) Experience with Erosion Control Best Management Practices
 - i. Provide examples of projects or sites where BMP’s were utilized for both an initial construction project and ongoing maintenance
 - ii. Level 1A Erosion Control Certificate required, provide a copy of the certificate
- e.) Experience with maintenance of streambanks of Waters of the State
 - i. Provide a list of sites and years’ experience
 - ii. Identify “Best Management Practices” utilized on these sites.
- f.) Irrigation systems installation, maintenance and repair
 - i. Provide examples, references and project cost.

4. Company Safety Program

- i. Include a summary of your company's safety program including how long the program has been in effect and copies of any written safety policies.
- ii. Provide documentation of generalized "safety program" or "safety incentives" goals.
- iii. Provide a summary of safety equipment and safety protocols for equipment to be utilized on the Owners properties,
- iv. Equipment shall be available for safety inspections by the Owner at all times. **All equipment utilized on the owners properties shall be staged within a 25-mile radius of the Owners properties to facilitate such inspections.**

The applicant's pre-qualification package should be signed by an officer of the company. **Failure of the contractor to provide requested information or provide accurate information may result in contractor disqualification.** No bid shall be opened unless the bidder has been approved by Dalton Utilities prior to the bid opening date. If the bid is submitted by a joint venture, all parties to the joint venture must individually satisfy the pre-qualification requirements. Final determination of the applicant's qualification is the approval by Dalton Utilities. The package must be received by the Owner not later than **5 PM on Thursday, April 24, 2025.** Applicants will be advised of their pre-qualification status by **5 PM on Friday, April 25, 2025.** This package shall be sent to the Owner at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721 Attention: Charlie Morrow.

BID

Project Description: 205 Annual Landscaping and Ground Maintenance

Proposal of _____
(hereinafter called "Bidder"),

To: The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton,
Georgia.

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the execution of this project, having examined the Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all necessary work as described in the Specifications and shown on the Plans to complete the Project as specified, including all appurtenant and accessory work for the attached price(s).

The attached price(s) shall include all labor, materials, equipment, supplies, overhead, profit, insurance, etc., to cover the finished work of the several kinds for which are called.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within twenty (20) calendar days and deliver surety bonds and certificate(s) of insurance as required by the Contract Documents. 10 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____

Signature

Title _____

Business Address

ATTEST:

Name _____

(Please Type)

Title _____

(SEAL)

Note: Attest for corporation secretary; for a partnership by another partner; for an individual By a Notary.

	Estimated Annual Hours	Unit Cost per hour) (\$	Cost
1 Basic Mowing	3500	\$ -	\$ -
All cost for basic mowing service to include personnel, equipment, travel, fuel, safety equipment and other items to complete the work. Examples would be Water Tanks with no shrubbery.			
2 Landscape Maintenance	2500	\$ -	\$ -
All labor, equipment, personnel, fuel, travel, etc. All cost inclusive of basic mowing plus maintenance of shrubbery and trees, weed control in planting beds, etc. Examples would be the main Administration Building Complex, Dug Gap Water Tanks or Lift / Booster pump Stations with established landscaping.			
3 Large Area Maintenance	3500	\$ -	\$ -
All labor, equipment, personnel, fuel, travel, etc. All cost for mowing and Landscape Maintenance of large multiple acre sites. Examples would include areas requiring large format mowers or other specialty equipment. Riverwater WTP, Riverbend WWTP, Loopers WWTP, etc...			
4 Roadside Trimming	200	\$ -	\$ -
All cost for mowing and trimming along roadsides to include personnel, travel, fuel, signage, safety equipment and other equipment as needed.			
5 General Labor	150	\$ -	\$ -
All cost including travel, fuel and safety equipment to provide a general laborer for basic manual labor as needed by the Owner. Examples LAS, Loopers - Catwalk, Reservoir(s) Inspection Areas, etc...			
6 Hauling - Topsoil / Gravel	50	\$ -	\$ -
All labor, equipment, personnel, fuel, travel, etc. Example: All Facilities and access Roads.			

7 Large Area Slope Maintenance	2500	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, etc. Riverwater Treatment Plant Category 1 & 2, Reservoirs 3 & 4, River Road Reservoir, Haig Mill Upper & Lower Dams, LAS Reservoir, etc...</p>			
8 Landscaping Material Installation	100	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, etc. with the exception of plants, trees and soil amendments. Examples would be placement of an ornamental tree at the main campus or installation of small shrubbery at a remote location. Individual shrubbery and tree cost will be added to this cost at such time as placement or installation would occur.</p>			
9 Mulch / Pine Straw	2000	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, etc. with the exception of mulch and pine straw unit cost.</p>			
10 Access Road Maintenance	100	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, etc. Example: All Facilities and access Roads.</p>			
11 Access Road Repair	100	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, etc. Includes Grading Machine and Compactor. Example: All Facilities and access Roads.</p>			
12 Brush Clearing	400	\$ -	\$ -
<p>All cost for mowing, trimming and other handwork to clear or trim Brush and Heavy grass including personnel, travel, fuel, signage, safety equipment and other equipment or items to complete the work. Includes clearing Steep Slopes, Hillsides, Ditch lines, etc...</p>			
13 Fence lines	500	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, safety PPE, etc. to clear and maintain fence lines. Examples range from the perimeter fence at Haig Mill Reservoir of which a significant portion is not accessible by vehicle to perimeter fences at water tanks are readily accessible by vehicle. All properties have chain link fencing for safety/security.</p>			
14 Large Area Maintenance for the Solar Panel Fields.	2500	\$ -	\$ -
<p>All labor, equipment, personnel, fuel, travel, safety PPE, etc. to clear and maintain Solar Panel Fields. Example: Weedeat, mowing, clearing the area within the Solar Panel Fields. Note: Sensitive Areas (Extreme Care Must be taken).</p>			

15 Herbicide Applications	250	\$ -	\$ -
All cost including personnel, labor, travel, fuel, safety equipment and chemicals for the Weed and Broadleaf Control. Examples: Non-Selective Weed Control in graveled drives, around parking area, Rip Rap Areas, Reservoirs, Water Tanks, Lift Station, Fenced in Area, etc..			
16 Fertilization/Chemical Application	200	\$ -	\$ -
All cost including personnel, labor, travel, fuel, safety equipment and chemicals for the health and longevity of existing ground covers. Examples would be pre-emergent application at the main Administration Complex or certain water tanks with significant landscaping in place and Selective Grass Control.			
17 Pruning (Tree)	250	\$ -	\$ -
All labor, equipment, personnel, fuel, travel, etc. All applicable Sites and Facilities.			
18 Other Work or Cost Not Identified		\$ -	\$ -
Total Hours			Total Cost
			\$ -

Non-Collusion Affidavit of Prime BidderSTATE OF GEORGIA COUNTY OF WHITFIELD

_____, being first duly sworn, deposes and says that:

He is _____ of _____, the Bidder that has submitted the attached Bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Water, Light and Sinking Funding Fund Commissioners of the City of Dalton or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed)

(Signature on File)

(Title)

Subscribed and Sworn to before me this ____ day of _____, 2025.

(Signature on File)

(Notary Public)

My Commission Expires: _____

(SEAL)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that _____, who signed said proposal in behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____ and its registered and in good standing with the _____ Secretary of State.

This _____ day of _____, 2025.

(SEAL)

Statement of License Certificate**STATEMENT OF LICENSE CERTIFICATE**

Each Contractor bidding shall fill in and sign the following:

This is to certify that _____ (“Contractor”) has fully complied with all the requirements of the Georgia State Construction Industry Licensing Board Laws and Rules. The Contractor’s license number, other information outlined in the Instructions for Bidders, expiration date, and that part of classification applying to the bid shall appear on the envelope containing the Bid, otherwise the Bid will not be considered.

The Georgia State Construction Industry Licensing Board issued to the Contractor, Certificate No. _____, expires on _____.

Signed _____

Name _____

Title _____

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

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 engaged in the physical performance of services on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____ 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (*name of subcontractor or sub-subcontractor with whom such. sub-subcontractor has privity of contract*) and _____ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

**SERVICE AGREEMENT CONTRACT
FOR
2025 ANNUAL LANDSCAPING AND GROUNDS MAINTENANCE**

This service agreement contract ("Contract") is made and entered into on the _____ day of _____, 2025, by and between THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, D/B/A DALTON UTILITIES, hereinafter called the "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH:

That for in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Definitions. As used in this Contract, the following terms are defined as follows:
 - A. "Contract Documents" mean and include the following (and all exhibits and amendments thereto):
 - (i) Advertisement for Bids;
 - (ii) Instructions to Bidders;
 - (iii) Contractor's Bid;
 - (iv) Bid Bond;
 - (v) This Contract;
 - (vi) Payment Bond;
 - (vii) Performance Bond;
 - (viii) Notice of Award;
 - (ix) Notice to Proceed;
 - (x) Plans and Specifications;
 - (xi) Drawings; and
 - (xii) any and all Change Orders.
 - B. "Completion Date" means the date that the Contractor has completed all of its Work regarding the Project and all of the certifications and affidavits have been executed in compliance with the Contract Documents.
 - C. "Project" means 2025 Annual Landscaping and Grounds Maintenance, as previously described in the Contract Documents.
 - D. "Work" means all materials, supplies, tools, equipment, labor, installation, testing, and all other services necessary for the completion of the Project.
2. Performance of Work by Contractor. The Contractor shall perform all of the Work described in the Contract Documents and comply with the terms therein for the price set forth in the Notice of Award, as may be modified by Change Orders. All Work performed by the Contractor shall be subject to the inspection and approval of the Owner.
3. Changes from Plans and Specifications. Any and all changes from the Contract Plans and Specifications shall be approved by the Owner prior to any changes in the Work being

performed. Any and all changes from the Contract Plans and Specifications that result in a change in the scope of work to be performed shall be approved by the Owner in writing by a written Change Order Form, executed by the Owner and Contractor prior to any changes in the Work being performed. For the purpose of this section, a change in the scope of the Work to be performed occurs whenever there is a change in the total price of the Contract or the scheduled Completion Date.

4. Time Period for Performance of Work. The Contractor will perform all Work in a productive and workmanlike manner, and will commence within 30 days of issuance of a written Notice to Proceed unless the time period is modified by a written Change Order that has been executed by the Owner and Contractor. In addition, the Contractor shall achieve completion dates as specified in the Contract Documents for specific tasks to be accomplished as part of the overall Project. Work shall begin on the date specified in the Notice to Proceed. The Contractor shall deploy labor, materials, and equipment such that Work is prosecuted regularly, diligently and uninterrupted, at a rate of progress that will ensure meeting all final or task specific completion dates.

5. Bonds.

- A. Performance Bond. The Contractor shall provide a performance bond approved by the Owner in the amount of at least the total amount payable by the terms of this Contract and shall be increased as the total amount payable pursuant to this Contract is increased. The Contractor shall be required to maintain the performance bond in the amount of 100% of the total Contract price until the expiration of the warranty period.
- B. Payment Bond. The Contractor shall provide a payment bond approved by the Owner in an amount equal to the total amount payable by the terms of this Contract as may be amended, for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the performance of this Contract.

6. Compliance with Laws, Regulations, and Contractor Requirements. The Contractor will comply with all applicable laws and with all the requirements of any and all federal, state, and local authorities having jurisdiction over said Work or any matters connected therewith. Contractor will also comply with all requirements contained in General Requirements and Conditions of the Plans and Specifications.

7. Payment for Work Performed. The owner will pay only for Work completed in accordance with the unit prices detailed in the bid and as otherwise herein stated. The Contractor shall submit invoices not later than the tenth day of each month to the Owner for the Work completed.

8. Non-Exclusivity. It is understood and agreed that this Agreement is not exclusive and that the Owner shall have the right to employ other persons or entities to perform work for

it similar to that herein provided for and shall also have the right to perform such work for itself.

9. **Warranty.** The Contractor warrants and guarantees for a period of one (1) year from the Completion Date that the Contractor's Work is free from any and all defects. The Contractor shall promptly make all repairs or other corrections necessary as a result of said defects, including repairs to any other portion of the Project that are necessitated by said defects. If the Contractor fails to promptly make such repairs or corrections, the Owner may make, or contract with a third party to make, said repairs or corrections, and charge the Contractor the cost incurred by the Owner. The Contractor's Performance Bond shall remain in full force and effect during the warranty period. This Section shall survive the termination of this Agreement.

10. **Insurance:** The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a certificate of insurance currently in force. The Contractor shall maintain said insurance coverage during the entire time period of the Contractor's performance of this Contract and warranty period. The certificate of insurance must list The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities and the City of Dalton as an additional named insured. The insurance shall not be cancelled or materially altered unless at least 30 days prior written notice has been given to the Owner. This coverage must include but is not limited to:

A. **Worker's Compensation Insurance:** Worker's Compensation for every person engaged in any work on the Project.

B. **General Liability:** Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:

1. **Bodily Injury Insurance** in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.

2. **Property Damage Insurance** in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.

3. **Automobile Liability** including bodily injury and property damage of aforesaid amount.

4. **Owner's Protective Liability Insurance** to be issued in the name of the Owner for liability and property damage in an amount to be determined by the owner.

5. **Umbrella Policy** to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.

6. Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work and materials to be set up in the names of Owner and Contractor as their interest may appear.

11. Indemnification: The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including claims for consultants' and attorneys' fees, arising out of or resulting from the failure to perform the Work in a good and workmanlike manner by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

12. Termination of Contract. In the event the Contractor shall violate any of the provisions of this Contract or any of the other Contract Documents, or if the quality or quantity of the Work performed is, in the sole judgment of the Owner, substandard or unsatisfactory, the Owner shall have the right to terminate this Contract upon 10 days written notice to the Contractor. If this Contract is terminated by the Owner pursuant to the provisions of this Section, Contractor shall be responsible for payment of all damages incurred by the Owner as a result of said termination, including but not limited to the cost of completing the Work on the Project.

13. Other Remedies. If the Contractor defaults under any of the provisions of the Contract Documents, the Owner shall be entitled to pursue all remedies permitted by law, including but not limited to those remedies set forth elsewhere in the Contract Documents. All remedies of the Owner are cumulative and non-exclusive.

14. Liquidated Damages for Delay in Completion of Project. The Contractor shall proceed with the Work at a rate of progress that will insure completion of the Project by the Completion Date. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for Project completion described is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Project. It is further agreed that time is of the essence of each and every portion of this Project.

If the Contractor shall fail to complete all of the Work required by the Completion Date, or extended time if authorized by a Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages of \$ 1,000.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor acknowledges that the actual dollar amount of liquidated damages is difficult

to determine, but the dollar amount of liquidated damages set forth above is a reasonable estimate of said damages incurred by the Owner.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the Owner (and Engineer if there is an Engineer on the Project):

A. To any preference, priority or allocation order duly issued by the Owner.

B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

C. To any delays of subcontractors occasioned by any of the causes specified in paragraphs A and B above.

15. Approval of Subcontractors. The Contractor acknowledges and agrees that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be approved in writing by the Owner prior to the subcontractor performing any work on the Project.

16. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties hereto with respect to its subject matter and there are no representations, warranties, agreements, undertakings or conditions, express or implied, except as set forth herein. In the event of any conflict between the provisions of the Contract and the other Contract Documents, the provisions of the Contract control.

17. Modification to Agreement. This Contract may not be amended, supplemented or otherwise modified except by written instrument signed by each of the parties hereto.

18. Notices. Any notices or other communications required or permitted to be given and instruments referred to herein must be given in writing and personally delivered or mailed by prepaid certified mail to the following addresses:

If to Owner: Dalton Utilities
Attn: President/CEO
PO Box 869
1200 V.D. Parrott, Jr. Parkway
Dalton, Georgia 30722

If to Contractor: _____

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is mailed (postmarked) or personally delivered as aforesaid. Any party may change its address for purposes of this Contract by giving notice of said change to the other parties pursuant to this Section.

19. Non-Waiver. No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

20. Severability. Every provision of this Contract is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

21. Governing Law. This Contract shall be deemed to have entered into in and shall be construed in accordance with and governed by the laws of the State of Georgia.

22. Binding Effect. The provisions of this Contract shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors and assigns.

23. Time is of the Essence. Time is of the essence of each and every provision of this Contract.

24. No Third-Party Beneficiaries. Except as may be otherwise expressly provided in this Contract, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Contract.

25. Captions. The sections and captions contained herein are for convenience and reference only, and are not intended to define, extend, extend, or limit any provision of this Contract.

26. Confidentiality. To the extent not prohibited by law, the Contractor shall keep confidential the terms of the Contract Documents.

27. Assignment. This Contract may not be assigned by the Contractor without the prior written consent of the Owner.

28. No partnership. This Contract shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.

29. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original Agreement.

ATTEST: (As to Contractor)

CONTRACTOR

(Contractor.)

By: _____ L.S.

Title: _____

(SEAL)

ATTEST:

Chief Watershed Services Officer

BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS
OF THE CITY OF DALTON, GEORGIA

By: _____ L.S.

(SEAL)

Date: _____

John Thomas
CEO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, CONTRACTOR NAME AND ADDRESS (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **BID AMOUNT**. (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated , **2025** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the **2025 Annual Landscaping and Grounds Maintenance**, more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions;
or

2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2025.

CONTRACTOR
Name

By: _____
Title: _____

Attest:

Title: _____ (SEAL)

SURETY

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Attest:

Title: _____ (SEAL)

[Attach Power of Attorney]

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, CONTRACTOR NAME AND ADDRESS (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **BID AMOUNT**. (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated , **2025** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the **2025 Annual Landscaping and Grounds Maintenance**, more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or

modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2025.

CONTRACTOR
(Name)

By: _____
Title: _____

Attest:

Title: _____

(SEAL)

SURETY

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Attest:

Title: _____

(SEAL)

[Attach Power of Attorney]

GENERAL CONDITIONS AND SPECIFICATIONS

1. SCOPE:

The Contractor shall provide all labor, material and equipment of any kind required to perform the scope of work as hereinafter set forth. The Contractor shall provide materials and labor of sufficient quality and quantity to produce professional results satisfactory to the Owner. Maintenance shall be performed at such times and in such places as the Contractor and Owner may agree upon in order that operation of Owners system is not disrupted.

All fees (travel time, equipment delivery, office hours, etc.) to be billed shall be considered to be included in the unit prices listed on the bid sheet unless specifically noted otherwise.

2. GENERAL CONDITIONS:

2.1 MATERIALS:

All materials utilized for the required maintenance shall be first quality products as approved by Owner. Contractor shall be responsible for removal/replacement, repair or correction of any substandard installations or products as determined by the Owner.

Storage of materials on Owners premises will be allowed on a limited basis. Approval of Owner will be required prior to any material being left on site.

2.2 REQUIREMENTS:

2.2.1 General:

All work performed on Owners property shall be done in a professional manner by competent employees. Any Contractor, employee of Contractor or subcontractor performing work for Contractor shall be dressed, at a minimum, in a respective company shirt bearing their company logo. Any aforementioned person shall at no time go without a shirt or dress in any way that could be deemed inappropriate.

2.2.2 Access:

The Contractor shall be given access to required areas of the Owners system in order to perform specified maintenance. This access shall at no time be used for any purpose other than to perform required work as outlined herein. Any access into the properties for reasons other than such as described herein by their the Contractor or a representative of the Contractor shall be, at the discretion of the Owner, grounds for immediate termination of any remaining contract terms,

liquidated damages in an amount of \$1000 per day until a suitable replacement contractor is established and any other damages that arise from said offense.

Numerous of the Owners sites are located in somewhat remote areas and may be in either low-lying areas or elevated such that access roads are steep. The contractor will at all time's utilized proper equipment and vehicles to minimize if not negate any damage or excessive wear to the Owners access roads. Negligence on the part of the Contractor shall require repairs at the Contractors expense.

2.2.3 Existing Utilities, Structures and Properties:

It shall be the responsibility of the Contractor to obtain permits through the Georgia Utilities Protection Center and to locate and avoid damage to any and all existing water, gas, sewer, electric, telephone, and other utilities, structures, or appurtenances. The Contractor shall repair or pay for all damages caused by his operations or his personnel to existing utilities, structures, appurtenances, or properties, either below ground or above ground and shall indemnify the Owner as provided for herein.

2.2.4 Waste Management:

Proper storage and disposal of all waste materials in accordance with Federal, State, and Local regulatory requirements is required. All sites shall be left in a neat and orderly condition at the end of each days work.

2.2.5 Health and Safety:

Compliance with all OSHA safety requirements pertaining to all aspects of required work for this project is required and is the responsibility of the Contractor.

2.2.6 Site Inspection:

The Contractor shall inspect and accept all sites in their present condition,

2.2.7 General Site Guidelines

Basic Mowing:

Hourly rates shall include all personnel, delivery, consumables, travel time and required equipment such as string trimmers and "standard" engine driven mowers up to 72" cutting width.

Large area Mowing:

Hourly rates shall include all “Basic Mowing” requirements plus equipment with wider cutting widths beyond 72”. Examples of such equipment could be a Toro 580, John Deere 1620 or Tractor pulled or driven wide mowers. Bush Hogging equipment would not be applicable in this section.

TURF MOWING:

Lawns shall be mowed at the appropriate height to keep a neat appearance as needed. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day.

The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Annually it may be necessary to aerate and thatch turf.

Rye grass will be planted annually.

TURF EDGING

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance as needed.

TURF FERTILIZATION & WEED CONTROL

Well—balanced fertilizer shall be used to maintain the health of ground covers and shall be applied based upon Contractor’s knowledge and needs of the area.

All lawn areas shall be treated with broadleaf weed control products as necessary.

TRASH AND DEBRIS REMOVAL

During routine mowing and maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, gutters, driveway’s, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

SHRUB MAINTENANCE

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct walkways or vehicular traffic shall be removed.

The Owner shall be notified prior to any Shearing or selective pruning.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and HVAC units.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible and plant materials will be replaced at Owners expense with approved shrubs.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

Contractor shall monitor shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owners representative. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

GROUND COVER & BEDS

Open ground between plants shall be kept weed-free using mechanical or chemical methods.

All plant material shall be free of insect and disease.

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.

Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

Vines shall be trimmed neatly against supporting structures and kept within their designated areas.

Groundcovers shall be kept trimmed within curbs and along walkways and shall not be allowed to grow into or through shrubs, fences or other plantings.

IRRIGATION SERVICES

Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations where applicable. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to

maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The Contractor shall present repairs and maintenance requirements to the Owners representative immediately. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

OTHER SERVICES

Rock appearance: Rocks should be raked to keep a uniform appearance, this should be checked twice a month,

Rock rejuvenation: The Contractor will spread a depth of approximately 1-2 inches, an aggregate mixture of $\pm 3/4$ " landscaping aggregate, in all non-grassed common areas and exterior flower beds that are bare of such cover. All rock will be bought locally and delivered on site. Labor will be billed to the Owner.

Spreading equipment will be provided by the Contractor.

The Contractor shall establish and maintain an effective communication system with the landscaping coordinator.

Recommended Cutting Heights

Type	Recommended Cutting height
Bermuda Grass	1"
<u>Carpet Grass</u>	2"
<u>Centipede Grass</u>	2"
Perennial Ryegrass	2-1/2"
<u>Tall Fescue</u>	3"
Fine Fescue	2-1/2"
Kentucky Bluegrass	2-1/2"
Zoysia Grass	2"

Owner Approval

Owner's approval will be required prior to any work being deemed "completed". Approval will consist of said work having been performed in accordance with the guidelines set forth in this specification. Completed work inspection will be performed by Owner to coincide with the Contractors schedule as required by section VIII of the "Additional Instructions to Bidders" of this document.

3. SITE SPECIFICATIONS

3.1 Water Tanks:

Tank Sites generally consists of a gravel drive around the water tank(s) surrounded by grass, landscaping consisting of trees, shrubs, grass and mountain stone drainage ditches or a combination of both. Work will vary at these sites from simple mowing and edging to extensive landscaping maintenance included pruning, mulching, maintenance of decorative rock drainage structures and chemical applications for the health and longevity of existing landscaping features

3.2 Pumphouses:

Pump house sites generally consists of small structures located inside fenced areas adjacent to the road which may or may not have driveway access. A typical site will have grass and small landscape plants outside the fenced area with the area inside the fence consisting of gravel. Work will consist typically of simple mowing and edging but may include small amounts of decorative shrubbery and trees.

3.3 Lift Stations:

Lift station sites consist of small fenced sites to small compounds with maintained grassed areas up to one acre.

3.4 Sub Stations:

No entry permitted inside the fence! Typically will only consist of weed control in graveled areas around the perimeter of the sites fence. Certain sites may also have exterior shrubbery of trees.

3.5 Designated Wetlands:

Typically will only consist of mowing existing walking paths. Some clean-up after rain events causing high water levels may be required

3.6 Earthen Dams Structures:

These consist of both Category I and Category II structures. Care shall be taken to maintain to existing grass at all times. Any spinning or excessive twisting motions with mechanical equipment should be expressly avoided. Any mechanical equipment (especially mowing equipment) shall be such as designed to operate on the slope of the structure while maintaining minimum ground contact pressure.

3.7 Plants:

Typically acres in size with a variety of landscaping features. Mowing and edging will be the most time consuming and should utilize wide area mowing equipment.

3.8 Solar Panel Site (LAS):

String trimmers and hand methods only. No mechanically driven equipment will be allowed within the footprint of the solar panel structures.

3.9 Administration / Operations Building Campus

All work shall be after 18:00hrs (EST) and/or on weekends.

This site sets the standard as being representative of Dalton Utilities. It is an example of both the quality and level of work the Utility puts into everything it does. As such, it shall at all times be maintained to an exceptional level of excellence that reflects both quality and responsibility.

Existing, replacement or additional landscaping materials shall be of “common” types but maintained to the highest standard.

Certain areas of the existing landscaping have been established and groomed for many years and are virtually irreplaceable. The signature row of Crepe Myrtles on the front lawn for example; Damage through neglect, ignorance, etc. to such areas may be grounds for Contract Termination.

3.10 Canoe launch

Consists of mowing and edging around a small parking area inclusive of an entrance drive and a footpath to the river. Care shall at all times be taken to maintain the streambank adjacent to the Canoe put-in.

3.11 Access Drives / Roads

i. Maintenance

Dress gravel from ditches back to roadbed / drainage basins back to center of the road, crown accordingly for drainage, compact in place.

ii. Repair

Grade off -#3 base compacted with sheepsfoot roller, top dressed with crusher run or stone dust, crown Toad accordingly and compact with a smooth drum roller

3.12 Fence lines

Handwork to clean off overgrown chain link fences. Topography varies with each site such that access may be adjacent to an existing road or may be limited to “walking-in”. Examples range from security fences around water tanks to the perimeter fence around Haig Mill Reservoir.

3.13 Additional Work

Scope: The intent of this section is to provide the Owner with a means to complete additional work not foreseen within the time period of any contracts that may result from this RFP.

- i. Unit price for labor. The unit price for labor should be based on an hourly rate for one individual.
- ii. Mowing: Unit price for mowing should be based on an hourly rate and include basic mowing equipment (ZTR and a String trimmer), inclusive or any and all fuel, delivery, transportation or other associated fees.
- iii. Hydroseeding. The unit price for Hydroseeding should be based on square footage. Any price breaks based on total area should be indicated. Prices should be listed for Bermuda grass and Love grass. A detailed specification should be included as to ingredients to be mixed for Hydroseeding purposes.
- iv. Landscaping materials. Unit prices for landscaping materials should include delivery, installation, warranty and availability for the following products:

Cryptomeria Yoshino / Deodar Cedar	7-8'
Deodar Cedar	15 gal
Leland Cypress	15 gal
White Pines	7-8'
Juniper	4" pots
Foster Holly	15 gal
Norway Spruce	6'
Witch Hazel	6'
Eleagnus	3 gal

- v. Herbicide: The unit price for herbicide should be per square foot and list specific type of herbicide recommended. Any damages resulting from improper use of herbicides will be the responsibility of the contractor,
- vi. Fertilizer: The unit price for fertilization should be per square foot, Fertilizer should be triple 13 applied at a rate to achieve 400 lbs. Per acre.
- vii. Earthmoving /Grading equipment: Provide a schedule for equipment to include a skid steer loader, mini excavator, motor grade. Each should include delivery, pick up, fuel, operator and list any additional cost.
- viii. Hauling: Quote as needed.

3.14 Recommendations

Any recommendations from contractor as pertains to the Owners system should be listed in the appropriate place on the Bid Sheet and should include specific unit prices to include delivery, installation, warranty and availability.

3.15 Work Commitment:

Should the Owner wish to utilize any products outlined in the Additional Work section, the Contractor should, at any time, be able to start said work in no more than two weeks. Failure to do so could result in Termination of contract.

Additional fees

Any additional fees required by contractor to perform or install any work or products outlined in the Additional Work section should be listed in the appropriate place on the bid sheet or attached to the bid sheet if an appropriate place is not designated. Should no fees be listed, Owner will assume all such fees are inclusive in unit prices for specified items.