Sugarloaf CID Landscape Maintenance Contract Bid Documents

Point of Contact: Alyssa Davis

Sugarloaf CID

6500 Sugarloaf Parkway Duluth, Ga 30097

Phone: 678-584-2266 adavis@sugarloafcid.org

Bid Data

Questions/Request for Information

Due Date – 5p.m. Tue. 10/4/2022 by email to adavis@sugarloafcid.org

Bid Due – 2p.m. Wed. 10/19/2022 at CID office

It should be noted that the Bids will not be made public until after the Board of Directors award the contract. This is due to the fact that "package bids" may be awarded or negotiated and it is the intent of the CID to have the original bid costs sealed to protect the integrity of the bid process during the review process.

The CID will review the proposals and rank the respondents. The company ranked number 1 will be notified and there will be a meeting to do final scope and budget negotiation. This meeting will be held before November 10th to allow board action at the next scheduled meeting.

CID enters negotiation with prospective contractor

Bid Award Thurs. 11/10/2022 at CID October board mtg. (9:30am)

Contract Start Date 1/1/2023

Please note: Bids shall be delivered to the CID office in a sealed envelope by the above stated time. Bids received after this time will not be opened.

Right of Acceptance or Rejection

The CID reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and the suitability of the materials and/or services to be rendered.

Costs for Preparation

The CID is not liable for any costs incurred by the proposers prior to the signing of the contract.

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Submittal Requirements:

The contractor shall provide the following: All of these items will be used in the overall evaluation of the Bid. The CID is not required to select the overall lowest bid; however, the CID intends to select the overall most responsive and best value bidder.

- 1. Bid Form (see Sample Service Agreement for desired scope of work)
- 2. Certificate of Insurance (per Sample Service Agreement)
- 3. 3 references including name of business, date of service of contract, value of contract, and contact name, email, and telephone number
- 4. A statement of your value proposition. What distinguishes your company or services? (No more than one 8.5x11 sheet will be used to state this value proposition.)
- 5. 4 complete sets of the bid submittal. See special instructions for additional material to be submitted.

Special Instructions:

- 1. Provide name, email, and phone number for the individual who can be contacted for further explanation or clarification of your proposal.
- 2. Provide a statement of previous/current experience in similar projects, specifically for CIDs/goverments/large corporate developments in Metro Atlanta.
- 3. Provide details on the number of employees that will be used weekly to complete the requested services.
- 4. Provide a plan for how you will communicate/provide reports of services completed.
- 5. Provide method of weed control and fertilization (sod and plants/trees) including the number of times areas will be treated and type of treatment to be used. This includes the I-85 Interchanges and the special landscaped areas along the corridors.
- 6. The CID reserves the right to pick and choose among the listed areas on the bid form. Some areas/corridors may not be chosen based on CID priorities and funding restraints.

 Contractor is encouraged to submit "package pricing" indicating discounting if awarded a group of areas or corridors. This should be submitted as a separate sheet (bid form) if the contractor chooses to provide "package pricing".
- 7. Contractors are also encouraged to provide cost savings and recommendations for frequencies of primary and secondary work areas. If Contractor decides to provide this, it should be submitted on a separate sheet with the bid package.
- 8. Provide a % of increase, decrease, or status quo for costs if the CID decides to renew the contract for an additional year. This should be included as part of the "One Year Renewal Rate".

Sugarloaf CID Landscape Maintenance Contract Bid Documents

January 1, 2023 – December 31, 2023

Bid Form

(12-month contract)

Primary Maintenance Areas

(Fron	Sugarloaf Parkway m I-85 to Premiere Parkway – includes special landscaped medians with de landscaped medians in front of Chamber/Gas South District with Rus	CID signs – does	
	Sugarloaf Parkway m I-85 to Duluth Highway)	\$	LS
	Satellite Boulevard m Sugarloaf Parkway to Old Peachtree Road – includes special landscape age)	т	LS CID
	Satellite Boulevard m Sugarloaf Parkway to Boggs Road)	\$	LS
	Sugarloaf Parkway/I-85 Interchange west side OT ROW on both sides of ramp to/from I-85)	\$	LS
	Sugarloaf Parkway/I-85 landscaped area t side of southbound ramp	\$	LS
	Provide a cost for weed control along the Right Of Way for all primary roabove). This does not include the interchanges.		LS
	Primary Tota	I\$	_LS

Sugarloaf CID Landscape Maintenance Contract Bid Documents

Secondary Maintenance Areas		
 Boggs Road (From Duluth Highway to 316) 		\$LS
 North Brown Road (From Sugarloaf Parkway to Duluth Highway) 		\$LS
3. Duluth Highway (From Boggs Road to Sugarloaf Parkway)		\$LS
 Premiere Parkway (Sugarloaf Business Park Common Areas only) 		\$LS
5. Sugarloaf Parkway (From Premiere Parkway to Old Peachtree Road)		\$LS
	Secondary Total	\$LS
ONE YEAR RENEWAL % RATE:		
SECOND YEAR RENEWAL % RATE:		

SAMPLE SERVICE AGREEMENT

	THIS .	AGR	EE	MEN	T (here	inafte	er refer	red 1	to as	this "A	Agreem	ent") is	made	e and ent	ered
into e	effective	the	1^{st}	day	of Janu	ıary,	2023,	by	and	betwe	en the	Sugar	loaf	Commu	nity
Impro	vement	Dist	rict	(here	einafter 1	eferr	ed to a	s the	"CII	D"), an	.d				
	(herei	nafte	r ref	ferrec	l to as th	e "Co	ontracto	or'').		,					

WITNESSETH:

WHEREAS, CID desires that Contractor perform the Services described in Paragraph II below within the Work Area described herein, and Contractor desires to perform said Services as specified in, and subject to, the terms, and covenants and conditions in this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid by CID to Contractor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

- A. "Services" is defined as those services to be provided by Contractor as described in Paragraph II below.
- B. "Work Area" for roadways are generally defined as the area upon which Contractor shall provide the Services which are outlined in the bid form and made a part hereof by this reference. The parties to this Agreement agree that the Services are to be performed generally within the Work Area. The Work Area along all Primary and Secondary Roadways shall generally be two twelve (12) foot wide strips of land in the right-of-way beginning at the outside curb or end of roadway pavement and be a smooth continuation ending twelve (12) feet beyond said curb or paving for the entire Work Area. However, in the event a formidable and continuing barrier (e.g. shrubbery, fencing, steep embankment, parking, etc.) occurs within said right-of-way, then Contractor may discontinue the Services either at the point where the barrier begins or at such point beyond which will appear natural and attractive. Alternatively, in the event such formidable and continuing barrier occurs within five (5) additional feet beyond the twelve (12) foot strips, the Contractor shall continue the Services beyond said strips either at the point where the barrier begins or at such point beyond which will appear natural and attractive. The "Work Area" for Roadways will also include continuation of maintenance at all intersection of side streets to 100' beyond the intersection. The Work Area for roadways shall also encompass any median area.
- C. "Work Area" for Interchanges are generally defined as the area upon which Contractor shall provide the Services which are outlined in the bid form and made a part hereof by this reference. The parties to this Agreement agree that the Services

are to be performed generally within the Work Area. The Work Area for all Interchanges includes all areas within Georgia DOT right-of-way on both sides of ramp to/from I-85.

D. "Special Landscaped Areas" landscaped areas along the corridor specifically in medians or directly on ROW along that specific corridor.

II. SERVICES TO BE PERFORMED

- A. Contractor agrees to perform the following specific Services in accordance with the following schedule:
 - 1) Trash and Debris Removal
 - a. Prior to the edging and mowing, or more frequently as set forth in the schedule below, contractor shall remove all trash and debris (paper, wood, metal, debris, etc.) from the Work Area.
 - b. At a minimum of once a month, the Contractor shall collect and dispose of cigarette butts in the primary Work Areas.
 - c. At a minimum of once a month, the Contractor shall clean medians, curbs, and all catch basins within the Work Area.
 - d. All temporary (bandit) signs within the ROW limits shall be removed at the frequency as set forth in the trash/debris removal per Work Area.
 - 2) All grass and weeds shall be removed from all cracks in and along curbs, gutters, sidewalks, and driveways. It is recommended that cracks be periodically spayed to prohibit grass and weeds from growing in cracks.
 - 3) All grassed areas shall be mowed more frequently during the active growing season and as needed during other seasons. (Generally, the frequency schedules above for Primary and Secondary Areas will apply.) During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Medians on Sugarloaf and Satellite with CID signage should be mowed with a push mower.
 - 4) Contractor shall edge at the frequency set forth in the schedule below and such edging shall include curb, sidewalks, parking lots, beds around trees, etc. within the Work Area. Contractor will ensure edges shall be trimmed to maintain a neat appearance, at the frequency in the above schedules.
 - 5) Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Contractor shall assure that the Work Area will have a finished appearance at the end of a regular work day.

- 6) Contractor shall fertilize lawns as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.
- 7) Contractor shall provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage.
- 8) Contractor shall use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf.
- 9) Contractor shall remove and dispose of any dead plant materials.
- 10) Contractor shall seasonally prune Work Areas (including Special Landscaped areas) bi-annually as appropriate.
- 11) Any additional Services not in keeping with these specifications, such as those of vandalism and/or mischief, will be considered additional costs.
- 9) The I-85 interchange along with all specially landscaped areas with pinestraw/mulch beds shall be weeded at a minimum of once a month.
- 10) The I-85 interchange along with all specially landscaped areas shall provide a fresh layer of pinestraw/mulch one time during the annual contract period at the direction of the CID.
- 11) The I-85 interchange along with all special landscaped areas (sod and plants) shall receive a multi-phased weed control and fertilization program.
- B. The Services shall be performed according to the following schedule:

1. Primary Areas

<u>Month</u>	Grass Cutting	Edging	Trash/Debris Removal
	(# of times)	(# of times)	(frequency)
January	1	0	Bi-weekly
February	1	0	Bi-weekly
March	2	1	Bi-weekly
April	4	2	Weekly
May	4	2	Weekly
June	4	2	Weekly
July	4	2	Weekly
August	4	2	Weekly
September	4	2	Weekly
October	2	1	Weekly
November	1	0	Bi-weekly
December	1	0	Bi-weekly

2. Secondary Areas

111 000		
Grass Cutting	Edging	Trash Pick-up
(# of times)	(# of times)	(frequency)
0	0	Once a Month
0	0	Once a Month
1	0	Once a Month
2	1	Bi-weekly
2	2	Bi-Weekly
2	1	Bi-Weekly
1	0	Once a Month
0	0	Once a Month
0	0	Once a Month
	Grass Cutting (# of times) 0 0 1 2 2 2 2 2 2 2	Grass Cutting (# of times) Edging (# of times) 0 0 0 0 1 0 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2

- C. In addition to the above Services, Contractor shall modify Services and service schedule as required by the CID upon commencement of any construction activities on the specified corridor. Upon this request, CID may either ask Contractor to substitute another area in the CID district or request a credit upon the CID's discretion.
- D. The Services required of Contractor under this Agreement shall be performed as follows:

Services to be performed shall at all times adhere to Georgia DOT and Gwinnett County DOT standards and requirements. All approvals and coordination required by Georgia DOT and Gwinnett County DOT are the responsibility of the Contractor.

Services to be performed on the shoulders of the roadway may be performed at any time of the day, any time of the week.

Services to be performed within roadways (medians) shall be performed at off-peak hours between 10am-4pm.

III. MATERIALS, SUPPLIES AND SERVICEMANSHIP

- A. Contractor shall purchase and provide all materials, supplies, labor and all other costs incurred in performing the Services to CID's satisfaction. The CID is not responsible for costs incurred due to fluctuating gas prices.
- B. All Services provided by Contractor shall be performed in a workmanlike and professional manner to the satisfaction of CID.
- C. Contractor shall at a minimum of once a month take a ride thru of all Work Areas with a representative of the CID. This is to provide accountability that Services are being performed satisfactorily. At this time a punch list of items may be presented to Contractor for immediate attention and a follow up ride may be in order. If punch list items are not corrected upon a second ride thru contractor will be deducted 10% of the monthly rate. Pursuant to Section VIII, D.
- D. At the beginning of each month Contractor shall report to the CID number totals for trash bags and bandit signs removed from the ROW on specific roads. This is to fulfill the CID's obligations for the Adopt a Road Program.

IV. RELATIONSHIP OF THE PARTIES

A. Contractor is retained by CID only for the purposes set forth in this Agreement, and its relation to CID shall be that of an independent contractor. All employees furnished by Contractor will be employees of Contractor, and will at all times be subject to the direct supervision and control of Contractor. Contractor will have the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and all other expenses relating to each such employee of Contractor, and for paying all other costs incurred in performing the Services. Contractor shall employ only qualified personnel for the purpose of performing its obligations hereunder.

V. PERFORMANCE OF SERVICES BY CONTRACTOR

- A. Contractor shall conduct its Services in a manner that will cause minimum interference with the business operations and activities of the property owners, tenants, employees and the general public along the roadway. Contractor shall strictly adhere to Services schedule established by the CID. Contractor agrees to work in harmony with other trades, businesses and tenants in the Work Area.
- B. Contractor shall provide at all times during the performance of its duties under this contract, on-site supervisory personnel, who can speak fluent English, and who shall be responsible for the direct supervision of the employees of Contractor and who shall be available as needed to report to and confer with a CID representative.
- C. A CID representative shall have access to the Work Area at all times for the purpose of making inspections of the Services. Neither the making nor the failure to make inspections nor the express or implied approval of the Services shall relieve Contractor of the responsibility to complete and guarantee the Services as specified in this Agreement. Any unsatisfactory Services shall be remedied by Contractor at its expense or, in the event Contractor fails to so remedy the Services immediately, CID may have unsatisfactory Services remedied by a contractor other than Contractor at Contractor's expense.
- D. Contractor shall be responsible for the adequacy and safety of materials, tools, equipment, temporary and permanent structures and services used in the Services, whether furnished or constructed by Contractor or another.
- E. Tools and equipment provided by Contractor shall be maintained in good repair and efficient operating condition. Contractor acknowledges that no materials, supplies, tools or equipment may be stored in the Work Area and all shall be removed from the Work Area at the end of each work day.
- F. Contractor acknowledges that no sanitary facilities are provided by CID in the Work Area and Contractor agrees to make provision for same to its employees.

VI. COMPLIANCE WITH LAWS; SAFETY

A. Contractor shall plan and conduct the Services to comply with local, state and federal laws, rules and regulations, to adequately safeguard persons and property from injury. Contractor shall direct the performance of the Services in compliance with reasonable safety regulations and Services practice and with applicable federal, state, and local laws, rules and regulations including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor. Neither the giving of such special instructions by the CID Representative nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor will

- perform all Services in compliance with applicable Federal Health and Safety laws currently in effect.
- B. Contractor shall obtain and maintain current any and all licenses, certificates, registrations, permits and any other item or permission necessary to perform and complete the Services.
- C. Contractor shall be fully knowledgeable and comply with all United States, State of Georgia, Gwinnett County, and Georgia Department of Transportation rules and regulations either currently in effect or as may be promulgated in the future, while performing the Services. When required to close down a lane of traffic to perform the Services, Contractor shall only close down one lane of traffic. At such time as Contractor must close down a lane of traffic, Contractor shall utilize all required signage and a buffer vehicle. Where required, Contractor shall also utilize a police officer and police cruiser furnished by the Contractor.
- D. Contractor shall require its employees wear protective clothing, reflective vests, masks, eye protections, etc., during any operation as required or directed by applicable laws, regulations, ordinances, and/or directions by manufacturer of materials or equipment.
- E. Contractor shall adequately protect worker, land owners, tenant, adjacent property, and the public during his operations.
- F. Contractor acknowledges it and its subcontractors are responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, et seq., the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, et seq., Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

VII. INSURANCE AND INDEMNITY

A. Contractor shall protect, defend, indemnify, and hold harmless the CID, Gwinnett County, State of Georgia, their directors, officers, agents, officials and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent or willful and wanton errors, acts, or omissions of the Contractor, regardless of the negligence of the CID. The Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or

alleged violation of trade regulations. The Contractor further agrees to protect, defend, indemnify, and hold harmless the CID,, Gwinnett County, State of Georgia, their directors, officers, agents, officials and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor.

- B. Contractor and each subcontractor shall procure and maintain in full force and effect, at all times during the term of this Agreement, the following insurance through companies with an "A VII" rating from Bests, licensed to conduct business in the State of Georgia and approved by CID:
 - 1) Comprehensive General Liability and Automobile Liability insurance covering Contractor's operations as set forth in this Agreement with a combined single limit of not less than \$5,000,000.00 for bodily injury and property damage. Said liability insurance policies shall name CID, Gwinnett County, and the State of Georgia as additional insured. Said liability insurance shall recognize and insure performance by Contractor of the obligation to indemnify herein contained.
 - 2) Worker's Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the Services required by this Agreement of not less than the minimum requirement of \$100,000/\$100,000/\$500,000. Such policy must name CID as additional insured's.
- C. Contractor shall provide CID with valid certification of insurance confirming the purchase of said insurance, and the inclusion of the above listed named additional insured. The certificate will further confirm that at least thirty (30) days' prior written notice will be furnished to CID by insurer before any material change, cancellation or non-renewal of policy. It is further agreed that any coverage extended by reason of this paragraph shall be primary and that any similar insurance maintained by CID for its own protection shall be secondary or excess and non-contributing insurance.

VIII. TERM AND PAYMENT

- A. The term of this Agreement shall commence January 1, 2023 and shall continue in full force and effect for one year.
- B. The CID reserves the right to renew this Agreement for additional periods.
- C. Upon proper and timely performance by Contractor of each month's Services, and subject to any other provisions of this Agreement, CID shall pay Contactor the sum of specification-color: blue, cit. for performance of the Services. Said payment shall be made within thirty (30) days after receipt and approval of the Services by the CID Executive

Director or his designee. Said invoice shall specify a description of the Services performed and for what period the invoice is applicable.

- D. CID shall withhold 10% from payments owed to Contractor and credit against its account with Contractor sufficient funds for the following:
 - 1. To cover the cost of property damage incurred by CID or any property owner or any tenant as a result of conduct by Contractor, its agents or employees regardless of whether said conduct is in the performance of Contractor's duties hereunder;
 - 2. To indemnify CID pursuant to Insurance and Indemnity paragraphs of this Agreement.
 - 3. To compensate CID for cost to correct Services rejected by CID and not remedied by Contractor pursuant to this Agreement.
 - 4. To compensate for any failure by Contractor to clean up the Work Area pursuant to this Agreement.

IX. TERMINATION

A. CID shall have the right to terminate this Agreement at any time and for any reason upon giving the Contractor at least thirty (30) days' prior written notice of its intention to exercise its right of termination. In addition, CID shall have the right to terminate this Agreement at any time for cause, upon giving forty-eight (48) hours written notice of its intention to exercise its right of termination and specifically notifying Contractor of its basis for termination. "For cause" shall be defined as a breach of a covenant or a failure to timely perform an obligation of this Agreement. In the event this Agreement is terminated by CID with or without cause, CID shall pay for Contractor Services rendered through the date of termination, subject to CID's rights in Article VIII, and CID shall have no further liability to Contractor.

X. GENERAL PROVISIONS

- A. No subcontract, delegation or assignment of this Agreement or of any duty, right, or obligation of performance hereunder shall be made by Contractor, in whole or in part, without the prior written consent of CID. Any attempted transfer, delegation or assignment without CID's prior written consent shall be void and confer no rights upon any third person. In the event that prior written consent is given by CID with respect to an assignment, delegation or subcontract, said consent shall not relieve Contractor of any obligation to CID unless specified therein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs

and necessary disbursements in addition to any other relief to which such party may be entitled.

- C. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein, and no charge shall be made for extra Services, changes, or materials unless they have been previously ordered in writing by a CID representative.
- D. Contractor shall discharge at once, and hold CID and all property owners and tenants harmless from liens that may be filed in connection with the Service.
- E. This Agreement shall be governed by the laws of the State of Georgia. This constitutes the entire Agreement between the parties regarding its subject matter. If any provision or portion of a provision is held by a court to by invalid, void or unenforceable, the remaining provision and portions thereof shall nevertheless continue in full force and effect.
- F. All notices, demands, or other writing in this Agreement provided to be give, made or sent by either party hereto to the other shall be deemed to have fully given, made or sent when made in writing and personally delivered, or sent certified mail, Federal Express, or similar carrier and addressed as follows:

TO CID: Sugarloaf Community Improvement District

Attn: Alyssa Davis 6500 Sugarloaf Parkway Duluth, Ga 30097

TO CONTRACTOR:

- G. "Time Is Of The Essence" of this Agreement and every term, covenant and condition herein.
- H. Waiver by CID of any breach of any term, covenant or condition herein contained shall not be deemed a waive of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- I. The words "CID" and "Contractor", as herein used, shall include the plural as well as the singular. In the event there is more than one Contractor, the obligations to be performed shall be joint and several.

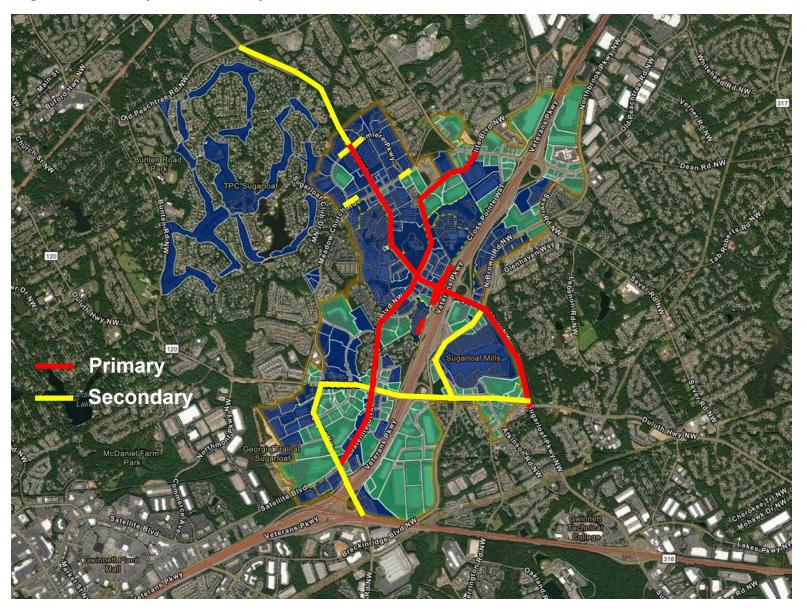
J.	pursuant to this Article X survive the expiration or termination of this Agreement.						
	[Signatures on the following page.]						

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written.

THIS AGREEMENT IS NOT VALID UNTIL EXECUTED BY ALL PARTIES INDICATED BELOW.

	<u>CID</u> : SUGARLOAF COMMUNITY IMPROVEMENT DISTRICT	SUGARLOAF COMMUNITY			
Witness:	By:(Seal	1)			
withess.	Name: Title: Executive Director Date:				
	<u>Contractor:</u>				
Witness:	By:(Seal	l)			
	Name: Title: Date:				

Sugarloaf CID Proposed Landscape Maintenance Corridors



Detail for Sugarloaf Business Park Common Areas



Detail for Interchange – Sugarloaf Parkway at I-85



Red areas are currently full service. Blue areas include weekly trash pick-up and twice annual preemergent treatments.