

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st day of January 2023 by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Ed Castro Landscaping, Inc.
ITBC Contract No. & Title:	22ITBC077A-KM, Landscaping Restoration Services
Address:	1125 Old Ellis Road Roswell, Georgia 30076
Telephone:	(770) 998-8444
Email:	e.castro@edcastro.com
Contact Name & Title:	Edward Castro, President

This agreement was approved by the Fulton County Board of Commissioner on January 4, 2023, Item #23-0016.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. **Contract Term**

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st day of January 2023 and end on the 31st day of December 2023. The "Commencement Term" of this Agreement shall begin on [insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms:** Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$131,923.00 (One Hundred Thirty One Thousand, Nine Hundred Twenty Three Dollars and Zero Cents) which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

ED CASTRO LANDSCAPING, INC.

DocuSigned by:
Robert L. Pitts

DocuSigned by:
Ed Castro

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Edward Castro
President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier

Secretary/
Assistant Secretary

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Patrick O'Connor

Kara Coalson
Notary Public

Office of the County Attorney

APPROVED AS TO CONTENT:

County: *Forsyth*

DocuSigned by:
David Clark

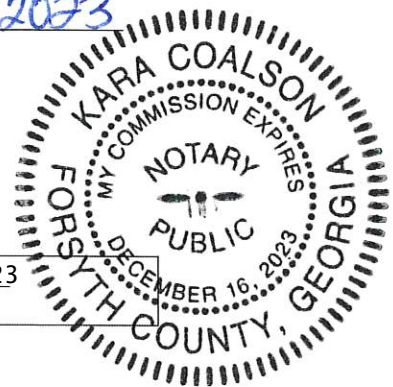
Commission Expires: *12-10-2023*

David Clark, Director
Department of Public Works

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2023-0016 RM: 1/4/2023
REGULAR MEETING





Date: November 7, 2022

Project Number: 22ITB077A-KM

Project Title: Landscaping Restoration Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

- The ITB Pre-Proposal Conference time in the Pre-Bidding Event Note section is incorrect, the correct Pre-Proposal Conference time is 10:00 A.M., local time on Tuesday, November 15, 2022.

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 2nd day of DECEMBER, 2022.

MARIANI ENTERPRISES, LLC DBA ED CASTRO LANDSCAPE
Legal Name of Bidder/Proposer


Signature of Authorized Representative

PRESIDENT
Title

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)



**FULTON
COUNTY**

INVITATION TO BID 22ITB077A-KM

LANDSCAPING RESTORATION SERVICES

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: November 1, 2022

BID DUE DATE AND TIME: Friday, December 2, 2022, at 11:00 A.M.

PRE-BID CONFERENCE DATE: November 15, 2022 at 10:00 A.M.

PURCHASING CONTACT: Keisha Massey at (404) 612-1010

E-MAIL: keisha.massey@fultoncountyga.gov

LOCATION: <https://www.bidnetdirect.com/georgia/fultoncounty>

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INVITATION TO BID
22ITB077A-KM, LANDSCAPING RESTORATION SERVICES

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for landscaping restoration services must be electronically submitted to the Fulton County Department of Purchasing and Contract Compliance via BidNet Direct, **no later than 11:00 a.m.**, local time, on December 2, 2022.

SCOPE OF WORK

Provide landscaping restoration services. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document.

METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bid.

BID DOCUMENTS

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded, <https://www.bidnetdirect.com/georgia/fultoncounty>.

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions to:

Purchasing Contact Name: Keisha Massey, Assistant Purchasing Agent
Email: keisha.massey@fultoncountyga.gov
Phone: (404) 612-1010

PRE-BID CONFERENCE

A Pre-Bid Conference will be held via web-conference.

Date: Tuesday, November 15, 2022

Time: 10:00 A.M.

Link: <https://zoom.us/j/94351628355?pwd=MVMYdmcU43SGloRWV0UXYzUIRTdz09>

Meeting ID: 943 5162 8355

Passcode: 462191

One tap mobile

+12678310333,94351628355#*462191# US (Philadelphia)

+13017158592,94351628355#, *462191# US (Washington DC)

22ITB077A-KM
Landscaping Restoration Services

Invitation to Bid

Dial by your location

- +1 267 831 0333 US (Philadelphia)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 346 248 7799 US (Houston)
- +1 470 250 9358 US (Atlanta)
- +1 470 381 2552 US (Atlanta)
- +1 602 753 0140 US (Phoenix)
- +1 646 518 9805 US (New York)
- +1 646 558 8656 US (New York)
- +1 651 372 8299 US (Minnesota)
- +1 669 219 2599 US (San Jose)
- +1 669 900 9128 US (San Jose)
- +1 720 928 9299 US (Denver)
- +1 786 635 1003 US (Miami)
- +1 971 247 1195 US (Portland)
- +1 206 337 9723 US (Seattle)
- +1 213 338 8477 US (Los Angeles)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 943 5162 8355

Passcode: 462191

Find your local number: <https://zoom.us/j/ad711a4sZj>

Join by SIP

94351628355@zoomcrc.com

Join by H.323

- 162.255.37.11 (US West)
 - 162.255.36.11 (US East)
 - 115.114.131.7 (India Mumbai)
 - 115.114.115.7 (India Hyderabad)
 - 213.19.144.110 (Amsterdam Netherlands)
 - 213.244.140.110 (Germany)
 - 103.122.166.55 (Australia Sydney)
 - 103.122.167.55 (Australia Melbourne)
 - 149.137.40.110 (Singapore)
 - 64.211.144.160 (Brazil)
 - 149.137.68.253 (Mexico)
 - 69.174.57.160 (Canada Toronto)
 - 65.39.152.160 (Canada Vancouver)
 - 207.226.132.110 (Japan Tokyo)
 - 149.137.24.110 (Japan Osaka)
- Meeting ID: 943 5162 8355
Passcode: 462191

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents; to provide non-binding verbal responses to questions concerning these bid specifications; and, to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to questions submitted through BidNet Direct and responded to by the County will be official.

Inquiries regarding the solicitation either technical or otherwise may be submitted prior to the Pre-Bid Conference and will be addressed during the Pre-Bid Conference.

Any additional questions asked at the Pre-Bid Conference will be responded to in the form of an addendum with the County's official responses.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Mario Avery, Contract Compliance Administrator at (404) 612-6307 or email: mario.avery@fultoncountyga.gov.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

VENDOR REGISTRATION

Bid responses must be submitted electronically on-line through BidNet Direct. The Bidder's firm must be a registered vendor with BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty> in order to submit a response to this ITBC. **There is no charge to register, simply follow the registration path and select the "Limited Access" option.**

If you need any assistance registering or using the platform, please call BidNet's Support Team at 800-835-4603 ext. 2 for assistance.

END OF SECTION

INSTRUCTIONS TO BIDDERS

The following provisions are hereby made a part of this Invitation to Bid. Any Contract awarded as the result of this Bid shall be governed by the following terms and conditions.

1. **CONTRACT DOCUMENTS**

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), any Special Conditions, General Conditions, Supplementary Conditions, Specifications and addenda, together with written amendments issued in accordance with the General Conditions on or after the date of the Contract Agreement.

The Contract Documents shall define and describe the complete work to which they relate.

2. **BID PREPARATION**

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED BID RESPONSE IN PDF FORMAT ELECTONICALLY THROUGH BIDNET DIRECT (<https://www.bidnetdirect.com/georgia/fultoncounty>)** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance electronically via BidNet Direct as described above. All submitted bid responses will be electronically time and date stamped at the time all documents are uploaded and received.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following documents and upload as required:

1. Georgia Security and Immigration Contractor Affidavit and Agreement
2. Georgia Security and Immigration Subcontractor Affidavit
3. Bid Form
4. Acknowledgement of each Addendum
5. Bid Bond
6. Purchasing Forms
7. Contract Compliance Forms
8. Proof of Insurance

Any bid responses received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid submitted in BidNet Direct to the County for receipt on or before the stated time and date.

Bid(s) shall be publicly opened via web conferencing, with only the names and total bid price of the bidders disclosed at the opening.

Date: Friday, December 2, 2022

Time: 11:00 A.M.

Web Conference Link:

Join Zoom Meeting

<https://zoom.us/j/95352536425?pwd=RmRVcFFqa082Ym1vSkLTHhnNXVxdz09>

Meeting ID: 953 5253 6425

Passcode: 523742

One tap mobile

+13462487799,95352536425#, *523742# US (Houston)

+19712471195,95352536425#, *523742# US (Portland)

Dial by your location

+1 346 248 7799 US (Houston)

+1 971 247 1195 US (Portland)

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

+1 253 215 8782 US (Tacoma)

+1 602 753 0140 US (Phoenix)

+1 669 219 2599 US (San Jose)

+1 669 900 9128 US (San Jose)

+1 720 928 9299 US (Denver)

+1 646 518 9805 US (New York)
 +1 646 558 8656 US (New York)
 +1 651 372 8299 US (Minnesota)
 +1 786 635 1003 US (Miami)
 +1 267 831 0333 US (Philadelphia)
 +1 301 715 8592 US (Washington DC)
 +1 312 626 6799 US (Chicago)
 +1 470 250 9358 US (Atlanta)
 +1 470 381 2552 US (Atlanta)

Meeting ID: 953 5253 6425

Passcode: 523742

Find your local number: <https://zoom.us/j/95352536425>

Join by SIP

95352536425@zoomcrc.com

Join by H.323

162.255.37.11 (US West)
 162.255.36.11 (US East)
 115.114.131.7 (India Mumbai)
 115.114.115.7 (India Hyderabad)
 213.19.144.110 (Amsterdam Netherlands)
 213.244.140.110 (Germany)
 103.122.166.55 (Australia Sydney)
 103.122.167.55 (Australia Melbourne)
 149.137.40.110 (Singapore)
 64.211.144.160 (Brazil)
 149.137.68.253 (Mexico)
 69.174.57.160 (Canada Toronto)
 65.39.152.160 (Canada Vancouver)
 207.226.132.110 (Japan Tokyo)
 149.137.24.110 (Japan Osaka)
 Meeting ID: 953 5253 6425
 Passcode: 523742

4. **ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation shall submit question(s) via BidNet Direct website to the designated Purchasing Representative. To be given consideration, requests must be received no later than **2:00 PM, November 22, 2022**. The County will not respond to any requests, oral or written, received after this date.

Only communications from firms that are in submitted via BidNet Direct website will be recognized by the County as duly authorized expressions on behalf of Bidder(s). Any and all such interpretations and any supplemental instructions to

this solicitation will be in the form of written addenda to the specifications and posted on BidNet Direct website.

Failure of Bidders to receive or acknowledge any addendum shall not relieve them of any obligation under the Bid. All addenda shall become part of the Contract Documents.

5. SITE EXAMINATION

There will not be a scheduled site visit for this project. However, bidders are encouraged to visit the project site on their own.

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

7. BID AND CONTRACT SECURITY (NON-APPLICABLE)

A Bid Bond for an amount equal to five percent (5%) of the TOTAL AMOUNT of the base bid amount must be submitted with the bid response.

The bid bond shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

The Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bid must contain a Bid Bond for an amount equal to 5% of the bid amount. A completed and fully executed Bid Bond must be submitted. When the bidder's package is opened, the purchasing agent will verify the presence of the Bid Bond.

Checks or letters of credit of any type will not be accepted. A certified cashier's check is acceptable and a copy of the certified cashier's check must be uploaded with the bid response as bid security. The original certified check must be presented to the Purchasing representative within 24 hours of the bid opening.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SURETY BONDS- (NON-APPLICABLE)

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE AND RISK MANAGEMENT REQUIREMENTS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 5 of this ITB.

Upon award, the successful Bidder must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 5. Proof of insurance must be provided to the County prior to the start of any work activities/services as described in the bid documents. Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any contract modifications thereto, and until all work has been completed to the satisfaction of the County.

10. RIGHT TO REJECT BIDS

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code §102-488 et. seq., incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a

bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. **BID EVALUATION**

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to

Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the County reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;

- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

15. **DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. **BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. **PROFESSIONAL LICENSES (NON-APPLICABLE)**

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

19. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each

document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

21. PAYMENT TERMS

After award and execution of the Contract Agreement, the County will issue a Purchase Order for invoices to be submitted for payment. Your company must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue a Purchase Order and for your company to receive payments. If your company is not a registered vendor, complete the vendor application via the County's Vendor Registration website, www.fultonvendorelveservice.co.fulton.ga.us. A copy of the company's current Business License and W-9 are required to complete the vendor registration process. All payments will be made via Electronic Funds Transfer (EFT).

If you have any questions regarding registering, please contact the County's Vendor Coordinator at (404) 612-5907

Specific payment terms are described in the Section 8, General Conditions.

22. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

23. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

24. NON-COLLUSION

By submitting a signed Bid, Bidder certifies and attests that there has been no collusion with any other Bidder. Reasonable grounds for believing Bidder has an interest in more than one Bid will result in rejection of all Bids in which the Bidder has an interest. Any party to collusion may not be considered in future Bids for the same or similar work.

25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted with the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> .

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

26. TERM OF CONTRACT

Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within two hundred seventy (270) calendar days from issuance of the Notice to Proceed and finally complete the Work within three hundred calendar (300) days of issuance of the Notice to Proceed.

27. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. KICK-OFF MEETING

A Kick-off conference may be held with the successful Bidder and all known Subcontractors at a date and time set by the County.

30. SUBSTITUTIONS

See Special Conditions Article.

31. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

32. CERTIFICATE OF ACCEPTANCE

By responding to this Bid, Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

Bidder also certifies and attests that the Bidder has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Bidder certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County's Contract. The Bidder further certifies that the failure to submit proposed modifications with the Bid waives the Bidder's right to submit proposed modifications later. The Bidder also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Bidder's Bid as non-responsive.

33. EXCEPTIONS TO THE COUNTY'S CONTRACT

If Bidder takes exception to any term or condition set forth in the Owner-Contractor Agreement, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this Bid. Exceptions or

modifications to any of the terms and conditions must be submitted as a separate document accompanying the Bidder's Bid clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception(s).

34. CERTIFICATION REGARDING DEBARMENT

By responding to this Bid, Bidder certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

35. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

36. BID GENERAL CONDITIONS

1. A Bid may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County Attorney's Office indicating whether the firm is bound by its Bid.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the solicitation of the number of days that Offerors will be required to honor their Bid. If an Bidder is not selected within 60 days of opening the Bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the Bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all Bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the Bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Bidder responsible for any resultant excess cost.
9. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **22ITB077A-KM, Landscaping Restoration Services**

Submitted on _____, 2022.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of 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 the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
1	Bermuda Sod	sq. ft.	12000		
2	Centipede Sod	sq. ft.	6000		
3	Zoysia Sod	sq. ft.	8000		
4	Fescue Sod	sq. ft.	8000		
5	Fescue Seed	sq. ft.	5000		
6	Rye Seed	sq. ft.	4000		
7	Hardwood Mulch (Cypress Mulch)	Cubic Yard	40		
8	Harwood Mulch (Mini Nuggets)	Cubic Yard	40		
9	Hardwood Mulch (Dyed Red Mulch)	Cubic Yard	40		
10	Pea Gravel	Cubic Yard	20		
11	Marble Chips	Cubic Yard	20		
12	Pine Straw	Bale	250		
13	Wheat Straw	Bale	250		
14	Topsoil	Cubic Yard	100		
15	Compost	Cubic Yard	100		
16	Erosion Control Matting	sq. ft	2000		
17	Loblolly Pine (Pinus Taeda) - - 5' in height	Each	5		
18	Virginia Pine (Pinus Virginiana) -6' - 8' in height	Each	5		
19	Sawtooth Oak (Quercus cutissima)-- 2" caliper	Each	5		
20	Yoshino Cherry - (Prunus Yedoensis) - 2" caliper	Each	5		

**22ITB077A-KM
Landscaping Restoration Services****Section 2
Bid Form**

21	Trees from Group 1	Each	5		
22	Trees from Group 2	Each	5		
23	Trees from Group 3	Each	5		
24	Trees from Group 4	Each	5		
25	Trees from Group 5	Each	5		
26	Trees from Group 6	Each	5		
27	Trees from Group 7	Each	5		
28	Trees from Group 8	Each	5		
29	Evergreen Shrubs from Group 9	Each	5		
30	Evergreen Shrubs from Group 10	Each	5		
31	Deciduous Shrubs from Group 11	Each	5		
	Total (Lines 1 -31)				\$ _____

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

BID BOND

INSTRUCTIONS

1. No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County.
2. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
3. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person.
4. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract.
5. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
6. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
7. Attestation for the Corporation must be by the Corporate Officer; for a partnership by another partner; for an individual by a notary with the Corporate Seal.

BID BOND
22ITB077A-KM, LANDSCAPING RESTORATION SERVICES

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____

_____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **PROJECT # Landscaping Restoration Services**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 20__

ATTEST:

PRINCIPAL

_____ BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

_____ BY _____

(SEAL)

END OF SECTION

PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means Project Number Landscaping Restoration Services

"Principal:" (Legal Name and Business Address), called the [Insert Name of Contractor (hereinafter "Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

_____ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the 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 Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the 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 modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the 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-type services to be performed or supplied under the 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 Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, 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 13-10-1 and 36-91-1, *et seq.*, 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 Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of _____, _____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means Project Number Landscaping Restoration Services

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

_____ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the 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 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 Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole 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 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 the 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 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 Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the 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 36-91-1 et seq., 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 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, 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 Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The successful respondent will repair landscape after Water Resources Division has completed sewer and water main repairs. Water Resources Division will backfill and put wheat straw down for erosion until it is landscaped. There should be no tractor work, but tilling may be required.

A. Replacement of Sod

Sodding shall consist of establishing certain critical areas with sod as designated by the contract manager or designee.

Sod

Sod shall consist of a live, dense, well-rooted growth of turf grass species equal to existing. The sod shall be free from Johnson grass, nut grass, and other obnoxious grasses and shall be of suitable character for the purpose intended and for the soil in which it is to be planted. Sod shall be uninjured at the time of planting, uniform in thickness, not over 2-inches or less than 1-inch of soil, and sod strips shall have a consistent width of 12 or 18-inches.

Fertilizer

Fertilizer (10-10-10) used in connection with sodding, shall contain 10 percent nitrogen, 10 percent phosphoric acid, and 10 percent potash. The fertilizer shall be furnished in standard containers with the name, weight, and guaranteed analysis of the contents clearly marked. The containers shall ensure proper protection in handling and transporting the fertilizer. All commercial fertilizer shall comply with local, state, and federal fertilizer laws. Ammonium nitrate shall be a standard commercial product, conform to the requirements for other commercial fertilizers as specified above, and shall have a minimum of 32-1/2 percent nitrogen.

Lime

Agricultural limestone shall be dolomitic and contain not less than 85 percent of calcium carbonate and magnesium carbonate combined, and shall be crushed so that at least 85 percent will pass the No. 10 mesh sieve and 50 percent will pass a No. 40 mesh screen.

Weather Limitations

Sod shall be planted only when the soil is moist and favorable to growth. No planting shall be done between October 1 and April 1 unless weather and soil conditions are considered favorable and permission is granted by the Contract Manager or designee.

Placement

The area to be sodded shall be constructed as directed by the Contract Manager, and the surface loosened to a depth of not less than 3-inches with a rake or other device. If

necessary, it shall be sprinkled until saturated at least 1-inch in depth and kept moist until the sod is placed thereon. Immediately before placing the sod, the fertilizer shall be uniformly applied at the rate of 12 pounds of Grade 10-10-10, or equivalent, per 1,000 square feet. Agricultural limestone shall be applied at the rate of 50 pounds per 1,000 square feet. The entire area shall be thoroughly covered with sod. The sod shall be placed on the prepared surface with the edges in close contact and, as far as possible, with staggered joints. The sod shall be maintained moist from the time of removal until reset but shall be placed as soon as practicable after removal from the place where growing. Immediately after placing it shall be rolled with a lightweight roller or hand-tamped to the satisfaction of the Contract Manager. Sod on slopes steeper than 3 to 1 shall be held in place by wooden pins about 1-inch square and 6-inches long, driven through the sod into the soil until they are flush with the top of the sod.

Watering and Maintenance

The sod shall be watered for a period of two weeks after which ammonium nitrate shall be applied at the rate of three pounds per 1,000 square feet and the sod give a final watering. The contractor shall not allow any equipment or material to be placed on any planted area and shall erect suitable barricades and guards to prevent the contractor's equipment, labor, or the public from traveling on or over any area planted with sod. It shall be the obligation of the contractor to secure a satisfactory growth of grass before the final acceptance of the Project.

Grassing

The work covered by this Section consists of furnishing all labor, equipment, and material required to place topsoil, seed, commercial fertilizer, agricultural limestone, mulch material, including seedbed preparation, harrowing, compacting, and other placement operations on graded earthen areas as described herein. In general, seeding operations shall be conducted on all newly graded earthen areas and on all existing turf areas (which are disturbed by construction operations and which are to remain as finish grade surfaces), which are to have sod placed at a later date. The work shall include temporary seeding operations to stabilize earthen surfaces during construction or inclement weather and to minimize stream siltation and erosion. Temporary seeding shall be performed at the times and locations as directed by the Contract Manager.

Quality Assurance

Prior to seeding operations, the contractor shall furnish to the Engineer labels or certified laboratory reports from an accredited commercial seed laboratory or a state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the contractor of any responsibility or liability for furnishing seed meeting the requirements of this Section. Prior to topsoil operations, the contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic analysis from the State University Agricultural Extension Services or another certified testing laboratory. All materials shall conform to the requirements and standards presented herein. Wood-cellulose fiber mulch shall be manufactured by Weyerhaeuser Company or Conway Corporation.

Topsoil Placement

The contractor shall place a minimum of 4-inches of topsoil over all graded earthen areas and over any other areas to be seeded. Sources of topsoil shall be approved by the Contract Manager prior to disturbance. Topsoil shall be a friable loam containing a large amount of humus and shall be original surface soil of good, rich, uniform quality, free from any material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1/2-inch in diameter, lime, cement, bricks, ashes, cinders, slag, concrete, bitumen or its residue, boards, sticks, chips or other undesirable material harmful or unnecessary to plant growth. Topsoil shall be reasonably free from perennial weeds and shall not contain objectionable plant material, toxic amounts of either acid or alkaline elements, or vegetable debris undesirable or harmful to plant life. Topsoil shall be natural topsoil without admixture of subsoil material and shall be classifiable as loam, silt loam, clay loam, sandy loam, or a combination thereof. The pH shall range from 5.5 to 7.0. Topsoil shall contain not less than five percent nor more than 20 percent, by weight, of organic matter as determined by loss on ignition of oven-dried samples to 65 degrees C.

Seedbed Preparation

Before fertilizing and seeding, the topsoil surfaces shall be trimmed and worked to a true line from unsightly variation, bumps, ridges, and depressions, and all detrimental material, roots and stones larger than 3-inches in any dimension shall be removed from the soil. Not earlier than 24 hours before the seed is to be sown, the soil surface to be seeded shall be thoroughly cultivated to a depth of not less than 4-inches with a weighted disc, tiller, pulvimixer, or other equipment, until the surface is smooth and in a condition acceptable to the Contract Manager. If the prepared surface becomes eroded as a result of rain or for any other reason or becomes crusted before the seed is sown, the surface shall again be placed in a condition suitable for seeding. Ground preparation operations shall be performed only when the ground is in a tillable and workable condition. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act. All seeds shall be from the last crop available at the time of purchase and shall not be moldy, wet or otherwise damaged in transit or storage. A seed shall bear the grower's analysis testing to 98 percent for purity and 90 percent for germination. Species, rate of seeding, fertilization, and other requirements are shown in Table 1.

Fertilization and Liming

Following seedbed preparation, fertilizer shall be applied to all areas to be seeded so as to achieve the application rates shown in Table 1. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for a depth of 1-inch. Fertilization need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used. Agricultural limestone shall be thoroughly mixed into the soil. The specified rate of application of limestone may be reduced if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the Contract Manager for adjustment in rates. It is the responsibility of the Contractor to make one application of a maintenance fertilizer according to the recommendations listed in Table 1. Fertilizer and liming materials shall comply with

applicable state, local, and federal laws concerned with their production and use. Commercial fertilizer shall be a ready mixed material equivalent to the grade or grades specified in Table 1. Container bags shall have the name and address of the manufacturer, the brand name, net weight and chemical composition. Agricultural limestone shall be a pulverized dolomitic limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

Seeding

The seed of the specified group shall be sown as soon as the preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seeding shall be performed during the dates shown in Table 1. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation. A seed shall be uniformly sown by any approved mechanical method suitable for the slope and size of the areas to be seeded, preferably with a broadcast-type seeder, windmill hand seeder, or approved mechanical power-drawn seed drills. Hydroseeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seedings at the proper rate before seeding operations are started and to maintain their adjustment during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8-inch by a cultipacker or suitable roller. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculant in accordance with the manufacturer's mixing instructions.

Mulching

All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied evenly so as to permit sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion and conserve soil moisture.

Approximately 45 percent of the ground shall be visible through the mulch blanket. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:

- a. Wood Cellulose Fiber: 1,400 pounds/acre.
- b. Straw: 4,000 pounds/acre.
- c. Stalks: 4,000 pounds/acre.

d. These rates may be adjusted at the discretion of the Contract Manager at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

Mulch on slopes greater than 3 to 1 ratio shall be held in place by the use of an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of five gallons per 1,000 square feet as required to hold the mulch in place.

The Contractor shall cover structures, poles, fences, and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.

Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates in a manner acceptable to the Contract Manager.

All mulch materials shall be air-dried and reasonably free of noxious weeds and weed seeds or other materials detrimental to plant growth. Mulch shall be composed of wood cellulose fiber, straw, or stalks, as specified herein.

Mulch shall be suitable for spreading with standard mulch-blowing equipment. Straw mulch shall be partially decomposed stalks of wheat, rye, oats, or other approved grain crops. Stalks shall be the partially decomposed, shredded residue of corn, cane, sorghum, or other approved standing field crops.

Mulch on slopes exceeding a 3 to 1 ratio shall be held in place by the use of an approved mulch binder.

The mulch binder shall be non-toxic to plant life and shall be acceptable to the Contract Manager. Emulsified asphalt binder shall be Grade SS-1, ASTM D 977. Cutback asphalt binder shall be Grade RC 70 or RC 250.

Watering and Maintenance

Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

The successful Contractor shall be responsible for maintaining the proper moisture content of the soil to insure adequate plant growth until a satisfactory stand is obtained.

If necessary, watering shall be performed to maintain adequate water content in the soil.

Watering shall be accomplished by hoses, tank trucks, or sprinklers in such a way as to prevent erosion, excessive runoff, and over-watered spots.

Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris, and excess material and the premises shall be left in a neat and orderly condition.

The Contractor shall maintain all seeded areas until final acceptance of the work by the Owner, and any re-grading, re-fertilizing, re-liming, reseeding, or re-mulching shall be done at the Contractor's own expense.

Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished.

Damage resulting from erosion, Gully's, washouts, or other causes shall be repaired by filling with topsoil, compacting, and repeating the seeding work at the Contractor's expense.

TABLE 1
SEEDING REQUIREMENTS

Sowing Season	Species	Rates per 1,000 Square Feet		
		Seed	Fertilizer	Lime
3/15 - 8/14	Common Bermuda (hulled) (Giant Bermuda Seed, including NK-37 is not acceptable)	2lbs.	35 lbs. 6-12-12	25 lbs.
	Annual Ryegrass	2 lbs.		
	Total	4 lbs.		
8/15 - 3/14	Common Bermuda (unhulled)	2lbs.	45 lbs. 6-12-12	25 lbs.
	Annual Ryegrass	2 lbs.		
	Total	4 lbs.		

Replacement of Trees and Shrubs

Trees and shrubs have been combined into groups of approximately the same value for and pricing. Trees are presented by their Botanical Name, followed by their Common Name followed by their size in parentheses (). Size in feet (') represents the height of the tree and size in inches (") represents the caliper of the tree. Shrub groupings represent shrubs of approximately the same value for pricing and bidding. Shrubs are presented by their Botanical Name, followed by their Common Name followed by the pot size in parentheses (). The following define the specific species to be included in a group. Any species from the group listing shall be provided at the unit price bid for that group.

1. Tree Group 1

Akebono Yoshino Cherry (Prunus Yedoensis "Akebono") -- 2" - 2-1/2" caliper, **Black Gum** (Nyssa Sylvatica) -- 2" - 2-1/2" caliper, **Bougainvillea Golden Raintree** (Koelreuteria Bipinnata) -- 2" - 2-1/2" caliper, **Bracken's Brown Beauty Southern Magnolia** (Magnolia Grandiflora) -- 6' - 7' in height, **Canadian Hemlock** (Tsuga Canadensis) -- 7' - 8' in height, **Compact Little Leaf Linden** (Tilia Cordata "Corinthian") -- 2" - 2-1/2" caliper, **Dogwood** (Cornus Florida) -- 2" caliper, **Glendora White Crape Myrtle** (Lagerstroemia Indica "Glendora White") -- 2" - 2-1/2" caliper, **Golden Rain Tree** (Koelreuteria Paniculata) -- 2" caliper, **Japanese Cryptomeria** (Cryptomeria Japonica) - 6' in height, **Nellie R. Stevens Holly** (Ilex "Nellie R. Stevens") -- 6' in height, **October Glory Red Maple** (Acer Rubrum "October Glory") -- 2" - 2-1/2" caliper, **Redbud** (Cercis Canadensis) -- 2" caliper, **Trident Maple** (Acer Buergeranum) -- 2" - 2-1/2" caliper, **Wax Myrtle** (Myrica Serifera) -- 6' - 8' in height, **Willow Tree** (salix alba) 6' – 8' in height

2. Tree Group 2

American Holly (Ilex Opaca) -- 6' - 7' in height, **American Yellow Wood** (Cladrastis Lutea) -- 2" caliper, **Chastee Tree** (Vitex Agnus Castus) -- 6' - 8' in height, **Eastern Red Cedar** (Juniperus Virginiana) -- 2" caliper, **Ginkgo** (Ginkgo Biloba) -- 2" caliper, **Ironwood** (Carpinus Caroliniana) -- 8' - 10' in height, **Purple Blow Maple** (Acer Truncatum) -- 2" - 2/1/2" caliper, **Redbud** (Cercis Canadensis) -- 8' - 10' in height, **River Birch** (Betula Nigra) -- 11' - 12' in height, **Savannah Holly** (Ilex Attenuata Savannah) -- 8' - 10' in height, **Sweet Bay Magnolia** (Magnolia Virginiana) -- 8' - 10' in height, **Yaupon Holly** (Ilex Vomitoria "Shadows Female") -- 6' - 7' in height

3. Tree Group 3

Emerald Sentinel Eastern Red Cedar (Juniperus Virginiana "Emerald Sentinel") -- 2" caliper, **Fringe Tree** (Chionanthus Virginicus) -- 6' - 7' in height

4. Tree Group 4

Bald Cypress (Taxodium Disticum) -- 3" - 3-1/2" caliper, **Dawn Redwood** (Metasequoia Glyptostropoides) -- 3" - 3-1/2" caliper, **Nuttall Oak** (Quercus Nuttalli) -- 3" - 3-1/2" caliper, **Overcup Oak** (Quercus Lyrata) -- 3" - 3-1/2" caliper, **Shumard Oak** (Quercus Shumardii) -- 3" - 3-1/2" caliper, **Swamp White Oak** (Quercus Bicolour) -- 3" - 3-1/2" caliper, **Willow Oak** (Quercus Phellos) -- 3" - 3-1/2" caliper

5. Tree Group 5

Chinese Elm (Ulmus Parviflora) -- 3" - 3-1/2" caliper, **Katsura Tree** (Cercidiphyllum Japonicum) -- 3" - 3-1/2" caliper, **Red Maple** (Acer Rubrum) -- 3" - 3-1/2" caliper, **Southern Magnolia** (Magnolia Grandiflora) -- 12' - 14' in height, **Staghorn or Smooth Sumac** (Rhus Typhina or Glabra) -- 10' - 15' in height, **Thornless Honey Locust** (Gleditsia Triacanthos 'Inermis') -- 3" - 3-1/2" caliper, **Tulip Poplar** (Liriodendron Tulipifera) -- 3" - 3-1/2" caliper, **Yarwood Sycamore** (Platanus Acerifolia "Yarwood") -- 3" - 3-1/2" caliper, **Zelcova Elm** (Zelcova Serrata) -- 3" - 3-1/2" caliper

6. Tree Group 6

Allee Elm (Ulmus Parvifolia "Emerll") -- 3" - 3-1/2" caliper, **Bur Oak** (Quercus Macrocarpa) -- 4" caliper, **Chestnut Oak** (Quercus Prinus) -- 4" caliper, **Chinese Pistachio** (Pistacia Chinensis) -- 4" - 5" caliper, **Columnar Red Maple** (Acer Rubrum "Armstrong") -- 3" - 3-1/2" caliper, **Green Ash** (Fraxinus Pennsylvatica) -- 3" - 3-1/2" caliper, **Northern Red Oak** (Quercus Rubra) -- 4" - 4-1/2" caliper, **Upright European Hornbean** (Carpinus Betulus Fastigata) -- 3" - 3-1/2" caliper

7. Tree Group 7

Deodar Cedar (Cedrus Deodara) -- 12' - 14' in height, **Japanese Zelcova** (Zelcova Serrata) -- 4" caliper

8. Tree Group 8

American Beech (*Fagus Grandiflora*) -- 4" caliper, **American Elm** (*Ulmus Americana* "Princeton") -- 4" - 4-1/2" caliper, **Raywood Ash** (*Fraxinus Oxicarpa* "Raywood") -- 4" - 5" caliper, **Skyline Honey Locust** (*Gleditsia Triancanthos* "Inermis" "Skyline") -- 4" - 5" caliper

9. Shrub Group 9

Beautyberry -- (*Callicarpa Americana*) -- 3 gallon, **Bridalwreath Spirea** -- (*Spiraea prunifolia* "Plena") -- 3 gallon, **Burford Holly** -- (*Ilex cornuta* "Burfordii") -- 3 gallon, **Chinese Fringe-flower** -- (*Loropetalum Chinese*) -- 3 gallon, **Chinese Holly** -- (*Ilex cornuta*) -- 3 gallon, **Cleyera** -- (*Cleyera japonica*) -- 3 gallon, **Forsythia** -- (*Forsythia x intermedia*) -- 3 gallon, **Fragrant Tea Olive** -- (*Osmanthus fragrans*) -- 3 gallon, **Leatherleaf Viburnum** -- (*Viburnum rhytidophyllum*) -- 3 gallon, **Ligustrum** -- (*Ligustrum japonica*) -- 3 gallon, **Loropetalum** -- (*Loropetalum chinese*) -- 3 gallon, **Lusterleaf Holly** -- (*Ilex latifolia*) -- 3 gallon, **Nellie R. Stevens Holly** -- (*Ilex x "Nellie R. Stevens"*) -- 3 gallon, **"Sea Green" Juniper** -- (*Juniperus Species*) -- 3 gallon, **Thorny Elaeagnus** -- (*Elaeagnus pungens*) -- 3 gallon, **Yaupon Holly** -- (*Ilex vomitoria*) -- 3 gallon

10. Shrub Group 10

Burning Bush -- (*Euonymus alatus*) -- 3 gallon, **Butterfly Bush** -- (*Buddlein davidii*) -- 3 gallon, **Chaste-Tree** -- (*Vitex Agnus - Castus*) -- 3 gallon, **Chinese Snowball** -- (*Virburnum macrocephalum* "Sterile") -- 3 gallon, **Cluster Mahonia** -- (*Mahonia Pinnata*) -- 3 gallon, **Florida Anise** -- (*Illicium floridanum*) -- 3 gallon, **Florida Native Azalea** -- (*Rhododendron austrinum*) -- 3 gallon, **Holly Opsmanthus** -- (*Osmanthus Heterophyllum*) -- 3 gallon, **Japanese Camellia** -- (*Camellia japonica*) -- 3 gallon, **Japanese Kerria** -- (*Kerria Japonica*) -- 3 gallon, **"Knock -out" Rose** -- (*Rosa Wichuraiana*) -- 3 gallon, **Lowdense Pyracantha** -- (*Pyracantha Koidzumii*) -- 3 gallon, **Oakleaf Hydrangea** -- (*Hydrangea quercifolia*) -- 3 gallon, **Oconee Native Azalea** -- (*Rhododendron canescens*) -- 3 gallon, **Piedmont Native Azalea** -- (*Rhododendron canescens*) -- 3 gallon, **Sweetshrub** -- (*Calycanthus floridus*) -- 3 gallon, **Wintergreen Barberry** -- (*Berberis Julianae*) -- 3 gallon

11. Shrub Group 11

Bottlebrush Buckeye -- (*Aesculus parviflora*) -- 3 gallon, **Common Juniper** -- (*Juniperus communis*) -- 3 gallon, **Common Witch-Hazel** -- (*Hammamelis virginiana*) -- 3 gallon, **Hedge Bamboo** -- (*Bambusa glaucescens*) -- 3 gallon, **Indian Hawthorne** -- (*Rapheolephis indica*) -- 3 gallon, **Ottoluyken Laurel** -- (*Prunus laurocerasus*) -- 3 gallon, **Privit** -- (*Ligustrum vulgare*) -- 3 gallon, **Staghorn or Smooth Sumac** -- (*Rhus Typhina* or *Glabra*) -- 3 gallon

12. REQUIRED PROCEDURES

The successful respondent shall adhere to the duties and responsibilities listed below:

Services shall include the selection, planting of trees, shrubs, and turf (seed or sod) when required, within the areas identified in the programs for all requested landscape jobs.

Services shall include shipping, handling, labor, planting, and other associated expenses and/or activities associated with the selection, and planting of trees, shrubs and turf (seed or sod) when required; including but not limited to grading, soil enhancements, rock removal, as example of other required services associated with planting activities.

The successful respondent shall be required to submit, for approval, a landscape plan indicating the areas including the locations within the identified area prior to the commencement of planting.

Standards for Selecting Quality Tree Stock

Trees selected for planting must be free from injury, pests, disease, nutritional disorders.

Trees selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability.

The following criteria are generally used for the determination of vigor:

Foliage should have a green or dark green color. Vigorous trees will have large leaves and dense foliage when compared to trees with poor vigor.

Shoot growth for most vigorous trees will be at least 1 foot per year. At least ½ of the branches should arise from points on the lower 2/3 of a trunk.

Bark texture can denote vigor. Smooth or shiny bark on the trunk and branches of a young tree usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.

Trunk taper: the trunks of vigorous trees will generally have an increase in diameter with a decrease in height. Trees with reverse tapers or no taper should be avoided.

Root color: young roots of most trees will be light in color.

Trees selected for planting must be free of root defects. Two types of root defects generally occur:

Kinked roots, in which taproots, major branch roots, or both bent more than 90 degrees with less than 20 percent of the root system originating above the kink. A tree with such roots will probably bend at the soil line when released from a supporting stake. Circling or girdling roots that circle 80 percent or more of the root system by 360 degrees or more. A tree with such roots would ultimately have less than 20 percent of its system available for support.

Planting Standards for Trees

The planting of new trees can result in major injury to their root system proper planting techniques are employed, conditions will be more favorable for tree recovery, and the rate of attrition for newly planted trees will be reduced.

Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.

Only healthy trees with a well-developed root system and a well-formed top, characteristic of the species, should be planted. Standards for selecting quality stock are provided in Section C. REVEGETATION (3.) of the Tree Preservation Ordinance of Fulton County.

Trees selected for planting must be compatible with the specific site conditions.

The ability of a species to regenerate a new root system and to become re-established has to be considered.

Planting Procedures for Trees

Planting holes should be no less than 1 foot wider than the root ball or bare roots of the tree being planted. A planting Hole 3 times the width of the root ball is recommended.

Trees should not be planted deeper than they were in their former location or container.

Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.

Good water drainage from the bottom of the planting hole is essential for root regeneration.

Once the transplanted tree is set, the hole should be backfilled with the soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A backfill with native soil alone is adequate if the soil is of good quality.

The addition of fertilizer to backfill soil can cause root injury, and is therefore not recommended. The backfill should be gently tamped (but not compacted), and soaked for settling.

The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering.

Mulching newly planted trees will reduce competition from weeds and moderate soil moisture and temperature extremes.

Staking should be used on newly planted trees only when determined necessary.

Standard for Selecting Quality Shrub Stock

Shrubs selected for planting must be free from injury, pests, disease, or nutritional disorders.

Shrubs selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability. The following criteria are generally used for the determination of vigor:

1. Foliage should have a green or dark green color. Vigorous shrubs will have many leaves and dense foliage when compared to shrubs with poor vigor.
2. Bark texture can denote vigor. Smooth or shiny bark on the branches of a young shrub usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.
3. Root color: young roots of most shrubs will be light in color.

Planting Standards for Shrubs

Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.

Only healthy shrubs with a well-developed root system and a well formed top, characteristic of the species, should be planted.

Shrubs selected for planting must be compatible with the specific site conditions. The ability of a species to regenerate a new root system and to become re-established has to be considered.

Planting procedures

Planting holes should be no less than 1 foot wider than the root ball or bare roots of the shrub being planted. A planting hole 3 times the width of the root ball is recommended.

Shrubs should not be planted deeper than they were in their former location. Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.

Good water drainage from the bottom of the planting hole is essential for root regeneration.

Once the transplanted shrub is set, the hole should be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate if the soil is of good quality.

The backfill should be gently tamped (but NOT compacted), and soaked for settling.

The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering. This area should be heavily mulched (4-6 inches) with pine straw, cypress mulch or other similar hardwood mulch.

Landscaping 2022**Insurance and Risk Management Provisions
Landscaping**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

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- | | | |
|---|--------------------------|-------------|
| 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE | | |
| Bodily Injury & Property Damage | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). | | |
| 4. UMBRELLA LIABILITY | Per Occurrence/Aggregate | \$1,000,000 |
| (In excess of above noted coverage) | | |
| 5. CONTRACTOR'S POLLUTION LIABILITY | Per Occurrence | \$1,000,000 |
| <i>May be required applicable to work being performed.</i> | | |
| <i>*Or by endorsement to General Liability Policy for sudden and accidental</i> | | |

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

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USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Landscaping 2022

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications (***not applicable***)
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

- 5. Has any offeror, member of offeror’s team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered “YES” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

TITLE VI NON- DISCRIMINATION POLICY

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

UTILIZATION PLAN

A Utilization Plan must be submitted if your firm fails to meet the work category availability listed for this project category.

The Utilization Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.

2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
 - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
 - Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
 - Project scope of work,
 - Project location
 - Location(s) of where plans and specifications may be viewed or obtained and
 - Subcontracting/trade opportunities

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING
PROJECT REQUIREMENTS**

PROJECT NO: 22ITB077A-KM

**LANDSCAPING RESTORATION SERVICES
For
DEPARTMENT OF PUBLIC WORKS**

PROJECT SPECIFIC REQUIREMENT: Mandatory Subcontracting Project

The County has designated that this project include the use of subcontractors/suppliers that require that a certain number or percentage of subcontracting opportunities. For this project, the firm designated as the "Prime Contractor" cannot self-perform 100% of those tasks available for subcontracting. The intent of the determination of mandatory subcontracting for this project is to increase participation by subcontractors from all groups as well as providing opportunities for smaller firms to potentially grow capacity and gain experience. (FC Code §102-440)

The work category for the above-referenced solicitation is:

WORK CATEGORY: Other Services

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.62% FBE (Subcontracting Level)

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors **(including majority firms)** they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

<https://atlantaga.gob2g.com/>

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____

TITLE: _____

SIGNATURE: _____

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

SECTION 8

EXHIBITS

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$131,923.00 (One Hundred Thirty One Thousand, Nine Hundred Twenty Three Dollars and Zero Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

BID FORM

Submitted To: Fulton County Government

Submitted By: MARIANI ENTERPRISES, LLC DBA ED CASTRO LANDSCAPE

For: **22ITB077A-KM, Landscaping Restoration Services**

Submitted on DECEMBER 2ND, 2022.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 139,645.00

(Dollar Amount in Numbers)

ONE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FORTY FIVE DOLLARS

(Dollar Amount in Words)

22ITB077A-KM
Landscaping Restoration Services

Section 2
Bid Form

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of 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 the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
1	Bermuda Sod	sq. ft.	12000	1.85	22,200
2	Centipede Sod	sq. ft.	6000	1.65	9,900
3	Zoysia Sod	sq. ft.	8000	2.00	16,000
4	Fescue Sod	sq. ft.	8000	1.65	13,200
5	Fescue Seed	sq. ft.	5000	.42	2,100
6	Rye Seed	sq. ft.	4000	.38	1,520
7	Hardwood Mulch (Cypress Mulch)	Cubic Yard	40	.65	2,600
8	Harwood Mulch (Mini Nuggets)	Cubic Yard	40	.65	2,600
9	Hardwood Mulch (Dyed Red Mulch)	Cubic Yard	40	.65	2,600
10	Pea Gravel	Cubic Yard	20	335.00	6,700
11	Marble Chips	Cubic Yard	20	300.00	6,000
12	Pine Straw	Bale	250	8.50	2,125
13	Wheat Straw	Bale	250	20.00	5,000
14	Topsoil	Cubic Yard	100	62.00	6,200
15	Compost	Cubic Yard	100	80.00	8,000
16	Erosion Control Matting	sq. ft.	2000	1.45	2,900
17	Loblolly Pine (Pinus Taeda) - - 5' in height	Each	5	300.00	1,500
18	Virginia Pine (Pinus Virginiana) -6' - 8' in height	Each	5	300.00	1,500
19	Sawtooth Oak (Quercus cutissima)- 2" caliper	Each	5	360.00	1,800
20	Yoshino Cherry - (Prunus Yedoensis) - 2" caliper	Each	5	360.00	1,800

22ITB077A-KM
Landscaping Restoration Services

Section 2
Bid Form

21	Trees from Group 1	Each	5	425.00	2,125
22	Trees from Group 2	Each	5	410.00	2,050
23	Trees from Group 3	Each	5	365.00	1,825
24	Trees from Group 4	Each	5	540.00	2,700
25	Trees from Group 5	Each	5	615.00	3,075
26	Trees from Group 6	Each	5	650.00	3,250
27	Trees from Group 7	Each	5	700.00	3,500
28	Trees from Group 8	Each	5	785.00	3,925
29	Evergreen Shrubs from Group 9	Each	5	55.00	275
30	Evergreen Shrubs from Group 10	Each	5	60.00	300
31	Deciduous Shrubs from Group 11	Each	5	75.00	375
	Total (Lines 1 -31)				\$139,645.00

22ITB077A-KM
Landscaping Restoration Services

Section 2
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

ONE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FORTY FIVE Dollars

(\$ 139,645.00) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>11/7/22</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: MARIANI ENTERPRISES, LLC DBA ED CASTRO LANDSCAPE

Signed by:  EDWARD CASTRO
[Type or Print Name]

Title: PRESIDENT

Business Address: 1125 OLD ELLIS RD
ROSWELL, GA 30076

Business Phone: 770-998-8444

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
EDWARD CASTRO, PRESIDENT	1125 OLD ELLIS RD
MARIANI ENTERPRISES, LLC	ROSWELL, GA 30076
DBA ED CASTRO LANDSCAPE	

END OF SECTION

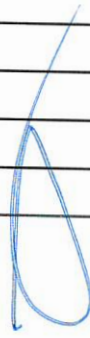


EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (EDWARD CASTRO),
Name
MARIANI ENTERPRISES, LLC DBA
PRESIDENT ED CASTRO LANDSCAPE
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: EDWARD CASTRO

TITLE: PRESIDENT

SIGNATURE: 

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

MARIANI ENTERPRISES, LLC DBA

Prime Bidder/Proposer Company Name ED CASTRO LANDSCAPE

ITB/RFP Name & Number: 22ITB077A-KM LANDSCAPING RESTORATION SERVICES

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
 \$ 119,941.10 Or 85.89 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (**COMPLETE Exhibit B2 FORM**)

Total Dollar Value of Certified Subcontractors: (\$) 19,703.91

Total Percentage of Certified Subcontractors: (%) 14.11%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: PRESIDENT

Business or Corporate Name: MARIANI ENTERPRISES, LC DBA ED CASTRO LANDSCAPE

Address: 1125 OLD ELLIS RD.
ROSWELL, GA 30076

Telephone: (770) 998-8444

Fax Number: (770) 518-6905

Email Address: e.castro@edcastro.com

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

One,Two,Tree, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: December 3, 2021

Expiration Date: December 31, 2022

WBENC National Certification Number: WBE2103171



Authorized by Roz Lewis, President & CEO
Women's Business Center

NAICS: 561730, 113210
UNSPSC: 10152000



DRUG-FREE

Certification

Ed Castro Landscape, Inc.

Has Been Certified As A
DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of September 28, 2021

And Expires September 28, 2022




CHAIRMAN

ED CASTRO LANDSCAPE INC
1125 OLD ELLIS RD
ROSWELL, GA 30076

The enclosed Georgia Live Plant License is valid through 12/31/2022.

We have updated our website. Visit www.kellysolutions.com/GA/LivePlant to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your information online anytime. You can make secure payments by credit card to renew your license, and you can refer people to this website to validate your credentials. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Live Plant License, please contact: Georgia Department of Agriculture, (404)-586-1140.

(Fold or cut on line to display)

Georgia Department of Agriculture
Plant Protection Section
1109 Experiment Street, Redding Build, Room 213
Griffin, GA 30223
Tele: (404)-586-1140 Fax: (770) 228-7219
agr.georgia.gov/plant-protection.aspx

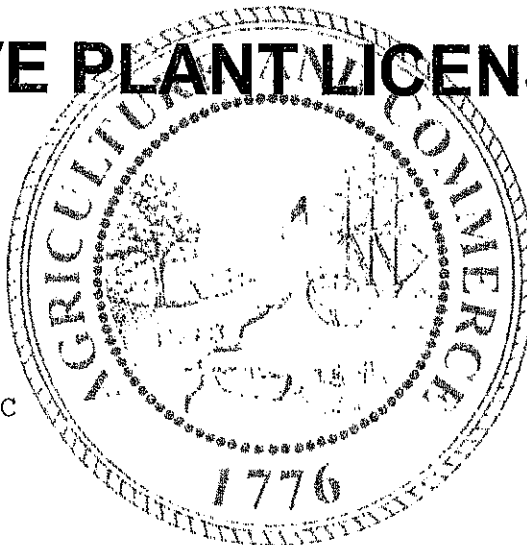
LIVE PLANT LICENSE

Expiration Date:
12/31/2022

License Number:
33223

Category:
LANDSCAPER

ED CASTRO LANDSCAPE INC
770-998-8444
1125 OLD ELLIS RD
ROSWELL GA



This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Mariani Enterprises, LLC dba Ed Castro Landscape 1125 Old Ellis Rd Roswell GA 30076 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Ins Co</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Travelers Property Cas Co of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570097554056 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO202815003	04/01/2022	04/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2028151-03	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP2T53473722NF	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC202814902	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Name of Project: Landscaping Restoration Services for Department of Public Works. Fulton County Government, Its Officials, Officers and Employees Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of Fulton County Government in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER Fulton County Government Purchasing and Contract Compliance Department 130 Peachtree Street, S.W., Suite 1168 Atlanta GA 30303-3459 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier : ADFH

570097554056

Certificate No :




ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO202815003

Effective Date: 04/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO202815003

Effective Date: 04/01/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP202815103	04/01/2022	04/01/2023	04/01/2022	30-380000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2022
Insured Mariani Enterprises, LLC

Policy No. WC202814902

Endorsement No.
Premium \$

Insurance Company Zurich American Ins Co