FULTON COUNTY

INVITATION TO BID 26ITB1652296A-KM

SOUTH FULTON MAINTENANCE AND OPERATIONAL DEMONSTRATION GARDEN LANDSCAPE

For

Department of Public Works

BID ISSUANCE DATE: Tuesday, October 13, 2026

BID DUE DATE AND TIME: Monday, November 30, 2025 at 11:00 A.M.

PRE-BID CONFERENCE DATE:Wednesday, November 4, 2026 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

TABLE OF CONTENTS

Invitation to Bid

Section 1 - Instructions to Bidders

1. Contract Documents
2. Bid Preparation
3. Receipt and Opening of Bids
4. Addenda and Interpretations
5. Site Examination
6. Bidder's Modification and Withdrawal of Bids
7. Insurance and Risk Management Requirements
8. Right to Reject Bids
9. Applicable Laws
10. Examination of Contract Documents
11. Bid Evaluation
12. Award Criteria
13. Disqualification of Bidders
14. Basis of Award
15. Professional Licenses
16. Wage Clause
17. Notice of Award of Contract
18. Execution of Contract Documents
19. Payment Terms
20. Joint Venture
21. Non-Collusion
22. Georgia Security and Immigration Compliance Act
23. Term of Contract
24. No Contact Provision
25. Authorization to Transact Business
26. Kick-Off Meeting
27. Right to Protest
28. Certificate of Acceptance
29. Exceptions to the County's Contract
30. Certification Regarding Debarment
31. Intergovernmental Cooperative Procurement Statement
32. Bid General Conditions

Section 2 - Bid Form

Section 3 - Scope of Work and Technical Specifications

Section 4 - Insurance and Risk Management Provisions

Section 5 - Purchasing Forms

Section 6 - Contract Compliance Requirements

Section 7 – Exhibits

Section 8 – Sample Contract

INVITATION TO BID
26ITB1652296A-KM, SOUTH FULTON MAINTENANCE AND OPERATIONAL DEMONSTRATION GARDEN LANDSCAPE

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for South Fulton Maintenance and Operational Demonstration Garden Landscape 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 **Monday, November 30, 2026**.

SCOPE OF WORK

To provide landscape maintenance services for the establishing pollinator and rain gardens at South Fulton Demonstration Garden. 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: Wednesday, November 4, 2026
Time:10:00 A.M. local time
Link: https://zoom.us/j/91412991898?pwd=mPIJdOKxICY4mXwubMAVICkQ4wp6IH.1
Meeting ID: 914 1299 1898
Passcode: 232100
One tap mobile
+14702509358,91412991898#,*232100# US (Atlanta)
+14703812552,91412991898#,*232100# US (Atlanta)

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.

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.

SECTION 1
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 handwritten 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.

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

3. RECIEPT 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. Bid Form
2. Acknowledgement of each Addendum
3. Purchasing Forms – All forms listed below must be completed and uploaded in the Exhibit 1, Purchasing Forms envelope:
    a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
    b. Form B: Georgia Security and Immigration Subcontractor Affidavit
    c. Form C: Professional License Certifications
    d. Form D: Disclosure Form & Questionnaire
    e. Exhibit A: Promise of Non-Discrimination
    f. Exhibit B1: Schedule of Intended Subcontractor Utilization
    g. Exhibit B2: Subcontractors & Suppliers Form

h. Exhibit C: Subcontractor Contact Form
i. Insurance and Risk Management Signature Page

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: Monday, November 30, 2026
Time: 11:00 A.M.
Web Conference Link: https://zoom.us/j/96136639014?pwd=zx8TMQG7g0MPxwAEkD9vwBTo1qxXmu.1
Meeting ID: 961 3663 9014
Passcode: 668632
One tap mobile
+14702509358,96136639014#,*668632# US (Atlanta)
+14703812552,96136639014#,*668632# US (Atlanta)

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, Thursday, November 19, 2026**. 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 be a scheduled site visit for this project on **Tuesday, November 10, 2026 at 2:00 PM.** Attendance is recommended but not mandatory.

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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 of 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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. The awarded Vendor(s) must register in the Vendor Self Service System as a Vendor in order for the Department of Purchasing & Contract Compliance to issue a Purchase Order at www.fultonvendorselfservice.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). The awarded Vendor(s) must register in the Vendor Self Service System at https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService to receive payment via 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.

20. 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.

21. 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.

22. 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 Chief Purchasing Agent 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.

23. TERM OF CONTRACT

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin the starting date and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2027. 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.

b. 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, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	January 1, 2028	December 31, 2028
2	12 months	January 1, 2029	December 31, 2029

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.

c. 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.

d. 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.

e. 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.

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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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).

30. 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.

31. 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.

32. 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).

SECTION 2 BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: 26ITB1652296A-KM, South Fulton Maintenance and Operations Demonstration Garden Landscape

Submitted on _____, 2026

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 contact 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

Cost associated with sections 08-34-63, 08-71-63, 11-19-00, and 28-05-00 and 28-05-10 of the bid specifications as it pertains to South Fulton Maintenance and Operations Demonstration Garden Landscape.

PRICING

1st Quarter: January – March (2027)

Item No.	Task Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Pruning, Weeding, and Debris Removal	6	Bi-Weekly		
2	Irrigation Start-Up in the Spring season. Irrigation will be turned on and the timer adjusted	1	Year		
3	Pine Straw Application Bales per application to cover all areas shown on the site map minus rain gardens and in accordance with maintenance guidelines.	255	Bale		
4	Hardwood Mulch Application	25	Bags		
5	Pressure washing of benches and pathways included in the listed garden areas, once per quarter.	1	Quarterly		
6	Once a year plant inventory; Create a list of all plants in all garden areas, develop a landscape map, and create a key identifying each plant's location.	1	Each		
7	Quarterly Site Walk-through with County staff	1	Quarterly		

2nd Quarter: April – June (2027)

Item No.	Task Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Pruning, Weeding, and Debris Removal	6	Quarterly		
2	Plant Material Update Plant installation to include installation of annual plant color in two (2) existing garden urns (approximately 28” width x 40” height)	2	Each		
3	Annual Bed Installation Install fall/winter annual plant beds at the entrance sign for 2 beds 3 ft x 15ft mulched and covered with netting frames. Acceptable fall/winter planting includes the following: - Cosmos sulphureus - Rudbeckia hirta -Ageratum houstonianum -Beta vulgaris sp. Vulgaris	1	Quarterly		
4	Integrated Pest Management bi-weekly visits, inspect and treat potential pests, insects, and diseases that are detrimental to the appearance and/or health of the plants. Treatment applications must be approved by the County Representative.	6	Quarterly		
5	Pressure washing of benches and pathways included in the listed garden areas, once per quarter.	1	Quarterly		
6	Quarterly Site Walk-through with County staff	1	Quarterly		

Third Quarter: July – September (2027)

Item No.	Task Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Pruning, Weeding, and Debris Removal	6	Quarterly		
2	Integrated Pest Management bi-weekly visits, inspect and treat potential pests, insects, and diseases that are detrimental to the appearance and/or health of the plants. Treatment applications must be approved by the County Representative.	6	Quarterly		

3	Pressure washing of benches and pathways included in the listed garden areas, once per quarter.	1	Quarterly		
4	Quarterly Site Walk-through with County staff.	1	Quarterly		

4th Quarter: October – December (2027)

Item No.	Task Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Pruning, Weeding, and Debris Removal	6	Bi-Weekly		
2	Irrigation Shut Down In the appearance of freezing temperatures. The irrigation will be turned off and drained.	1	Year		
3	Annual Bed Installation Install fall/winter annual plant beds at the entrance sign for 2 beds 3 ft x 15ft mulched and covered with netting frames. Acceptable fall/winter planting includes the following: -Cosmos sulphureus -Rudbeckia hirta -Ageratum houstonianum -Beta vulgaris sp. Vulgaris	1	Quarterly		
4	Pine Straw Application Bales per application to cover all areas shown on the site map minus rain gardens and in accordance with maintenance guidelines.	255	Bale		
5	Integrated Pest Management bi-weekly visits, inspect and treat potential pests, insects, and diseases that are detrimental to the appearance and/or health of the plants. Treatment applications must be approved by the County Representative.	6	Quarterly		
6	Pressure washing of benches and pathways included in the listed garden areas, once per quarter.	1	Quarterly		
7	Quarterly Site Walk-through with County Representative	1	Quarterly		
8	Installation of two (2) 12’ above-ground metal posts, for attachment of bat boxes; installation of eight (8) 4” x 4”	1	Year		

	wooden posts, 6-8' above ground, for installation of bird house and bird feeders.				
9	Creation of six (6) weather-resistant interpretive signs for the garden areas, to include metal post installation. Topics to include water-wise landscaping, benefits of native plants, common pollinators, etc.	1	Year		
10	Additional Services as requested and/or approved by the County to include but not limited to plant replacement,planters, irrigation repair, etc.		Year		

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:_____

[Typed pr 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

SECTION 3
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. DESCRIPTION OF PROJECT

To provide landscape maintenance services for the establishing pollinator and rain gardens at South Fulton Demonstration Garden.The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document.

2. SCOPE OF WORK

The respondent shall provide landscape maintenance services for the established pollinator and rain gardens at the South Fulton Demonstration Garden. The respondent must furnish all labor, materials, and equipment necessary to complete services. A site visit is encouraged for a complete understanding of what the scope of work will entail.

Quarterly site walk-thru to include an inventory of current plants included in areas listed in this solicitation and a plan of action for services to be rendered during the terms of the agreement.

Fertilizer applications per plant as outlined in the guidance documents.

Selective pruning of native grasses, trees, shrubs, and other established perennial plants as outlined in guidance documents and input provided to the respondent by the County representative during the site walk-through.

Weeding of all garden areas and debris removal following services provided.

Pine straw application in pollinator gardens in walkable trail areas.

Hardwood mulch applications in commercial and residential rain gardens. Mulch must not be
colored.

Pressure washing of benches and pathways located within garden areas listed, once per quarter. Ensure operators are trained in equipment use, chemical handling, and emergency procedures.

Irrigation system maintenance startup in the spring season. Irrigation will be turned on and the timer adjusted throughout the quarters before shutting down. Hosing shall be inspected and repaired as needed. Filters shall be cleaned, valves and heads adjusted.

Irrigation system shutdown in preparation for the winter season. Irrigation will be turned off throughout the quarters before startup season. Filters shall be cleaned, valves and heads adjusted.

Seasonal change of color for 2 plant beds located at the facility entrance sign.

Seasonal change of plant color for 2 large urn planters (approximately 28” width x 40” height), in unfenced pollinator garden area.

Installation of two (2) 12’ above-ground metal posts, for attachment of bat boxes; installation of eight (8) 4” x 4” wooden posts, 6-8’ above ground, for installation of bird house and bird feeders.

Creation of six (6) weather-resistant interpretive signs for the garden areas, to include metal post installation. Topics to include water-wise landscaping, benefits of native plants, common pollinators, etc.

Additional Services as requested and/or approved by the County to include but not limited to plant replacement, planters, irrigation repair, etc.

The respondent must have a Georgia-licensed/registered Landscape Architect on staff. All key personnel shall have knowledge and understanding of all aspects of water-efficient landscaping and wildlife habitat: native vegetation, tree planting, trail systems, irrigation and must adhere to the guidance outlined in the Fulton County Landscape and Irrigation Maintenance Checklist and standards for horticultural maintenance of native plants based on the American Horticulture Association Standards as well as the American Society for Horticultural Science, which is labeled Exhibit 3 and Exhibit 4, Fulton County will provide approved plants that can be used for replacement when necessary.

The respondent is responsible for gathering all pertinent information from the County in a timely manner to prevent any delays of obligations. The County shall have the final decision as to what information is pertinent. These services will be applicable to a variety of garden areas (totaling.95 acres).

- 1 commercial rain garden
- 1 residential rain garden
- 1 fenced pollinator garden with walkable trails
- 1 unfenced pollinator garden with walkable trails
- Plantings at the facility sign at Cochran Road
- Plantings adjacent to the front and sides of the building, and Outdoor employee break area.

Exhibit 1- SFMOC Demonstration Gardens Design and Layout
Exhibit 2- SFMOC Gardens Irrigation System As-built Plan
Exhibit 3- SFMOC Gardens Landscape and Irrigation Maintenance Checklist
Exhibit 4- SFMOC Gardens Landscaping Maintenance Guidelines

Color Bed Installation should include the following:

Removal of the previous flower rotation.

- Spreading of organic matter over the bed area to a depth of 1”.
- Tiling and loosening the soil to a depth of 8” and then raking the planting bed smoothly to complete preparation of existing planting beds.
- Apply time-released high phosphate with systemic insecticide fertilizer over the bed at the rate of three pounds per 100 sq ft.
- Mulch beds to a minimum depth of 1” with mini pine bark nugget mulch. Mulch must cover at a thickness so that no soil is visible through it.
- Installing seasonal plants in all planting beds.
- Cover plant bed with netting frames to prevent wildlife impacts.
- Inspect plants bi-weekly for obvious signs of overwatering or underwatering.
- As requested make repairs to the irrigation system, not to exceed $3,500.00 per event.
- Schedule and conduct walkthroughs with a County representative on a quarterly basis.
- All site work is required to follow the standards listed below. The standards are used as guidelines and references for standard horticulture practices in the green industry.

Fulton County Tree Ordinance
https://www.fultoncountyga.gov/inside-fultoncounty/fulton-county- departments/publicworks/planning-zoning-and-permitting/permits- and-plan-review/ordinances-and-regulations

TCIA Tree Care Industry Association
http://tcia.org/business /ansi-a300-standards Scope of Work and Technical

UGA Extension Care of Ornamental Plants in the Landscape
http://extension.uga.edu/publications/detail. cfm?number=B1065

American Standard for Nursery Stock
http://americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf

SECTION 4

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
SFMOC Demonstration Garden Landscape

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	Each Occurrence	$1,000,000

(Other than Products/Completed Operations)	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

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/$2,000,000
   (In excess of above noted coverage)

5. **PROFESSIONAL E&O LIABILITY** — Per Claim/Aggregate — $1,000,000/$1,000,000
   *Extended Reporting Period minimum 3 Years - *Potentially applies to the required Georgia-licensed Landscape Architect, particularly if the contractor is providing professional landscape/irrigation design or technical services*

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.

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

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: _____

SECTION 5
PURCHASING FORMS & INSTRUCTIONS

To be deemed responsive to this ITB, Bidders must complete all forms listed below and upload in the Exhibit 1, Purchasing Forms envelope. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms.

FORM A: **Georgia Security and Immigration Contractor Affidavit and Agreement**
Bidder shall complete and submit **Form A**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

FORM B: Georgia Security and Immigration Subcontractor Affidavit
Bidder shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form B**, 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.

FORM C: Professional License
Bidder and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form** and attach a copy of their license for the work they will perform on this project.

- Form C1 – Georgia Utility License Contractor License
- Form C2 – Georgia General Contractors License
- Form C3 – Georgia Professional License

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

This section should contain the appropriate Contract Compliance information, forms and requirements for this project. Exhibit 1 Purchasing Forms will contain OCC Exhibits A, B1, B2, and C. Please contact Contract Compliance to obtain the appropriate 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 of 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)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

NON-DISCRIMINATION IN PURCHASING & CONTRACTING
PROJECT REQUIREMENTS

PROJECT NUMBER & NAME: 26ITB1652296A-KM

SOUTH FULTON MAINTENANCE AND OPERATIONAL DEMONSTRATION GARDEN LANDSCAPE
For
Department of Public Works

WORK CATEGORY: CONSTRUCTION

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

WORK CATEGORY AVAILABILITY:

34.71% MBE and 11.45% FBE

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://vip-vems-hotfixdev.powerappsportals.us/services/service-find-verified-firm/
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 Company 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) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That 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) That 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) That 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 owning on a contract; and

6) That 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: _____

ADDRESS: _____

_____

PHONE NUMBER: _____ **EMAIL:** _____

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:

Business Name		**Business Name**	
(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:_____

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

SECTION 7
EXHIBITS

Exhibit 1: Purchasing Forms

a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
b. Form B: Georgia Security and Immigration Subcontractor Affidavit
c. Form C: Professional License Certifications
d. Exhibit A: Promise of Non-Discrimination
e. Exhibit B1: Schedule of Intended Subcontractor Utilization
f. Exhibit B2: Subcontractors & Suppliers Form
g. Exhibit C: Subcontractor Contact Form
h. Insurance and Risk Management Signature Page

Exhibit 1 - SFMOC Demonstration Garden Design and Layout



Trees

- *Amelanchier arborea `Autumn Brilliance`* / Downy Serviceberry
- *Cercis canadensis `Forest Pansy`* / Forest Pansy Redbud
- *Chionanthus virginicus* / White Fringetree
- *Cornus florida* / Eastern Dogwood
- *Cornus sericea* / Red Twig Dogwood
- *Ilex opaca* / American Holly
- *Ilex vomitoria* / Yaupon Holly
- *Juniperus virginiana `Brodie`* / Brodie Columnar Cedar
- *Magnolia virginiana Australis* / Sweet Bay Magnolia
- *Nyssa sylvatica* / Sour Gum
- *Ostrya virginiana* / American Hophornbeam
- *Oxydendrum arboreum* / Sourwood
- *Quercus rubra* / Red Oak

Shrubs

- *Abelia x grandiflora `Dwarf`* / Dwarf Abelia
- *Buddleja davidii `Harlequin`* / Harlequin Butterfly Bush
- *Callicarpa americana* / American Beautyberry
- *Clethra alnifolia `Hummingbird`* / Summersweet Clethera
- *Fothergilla major* / Mountain Witchalder
- *Ilex verticillata* / Winterberry
- *Myrica cerifera `Don`s Dwarf`* / Don`s Dwarf Wax Myrtle
- *Physocarpus opulifolius* / Ninebark
- *Rhus glabra* / Smooth Sumac
- *Vaccinium corymbosum* / Highbush Blueberry
- *Yucca aloifolia `Variegata`* / Variegated Spanish Bayonet

Perennials and Native Grasses

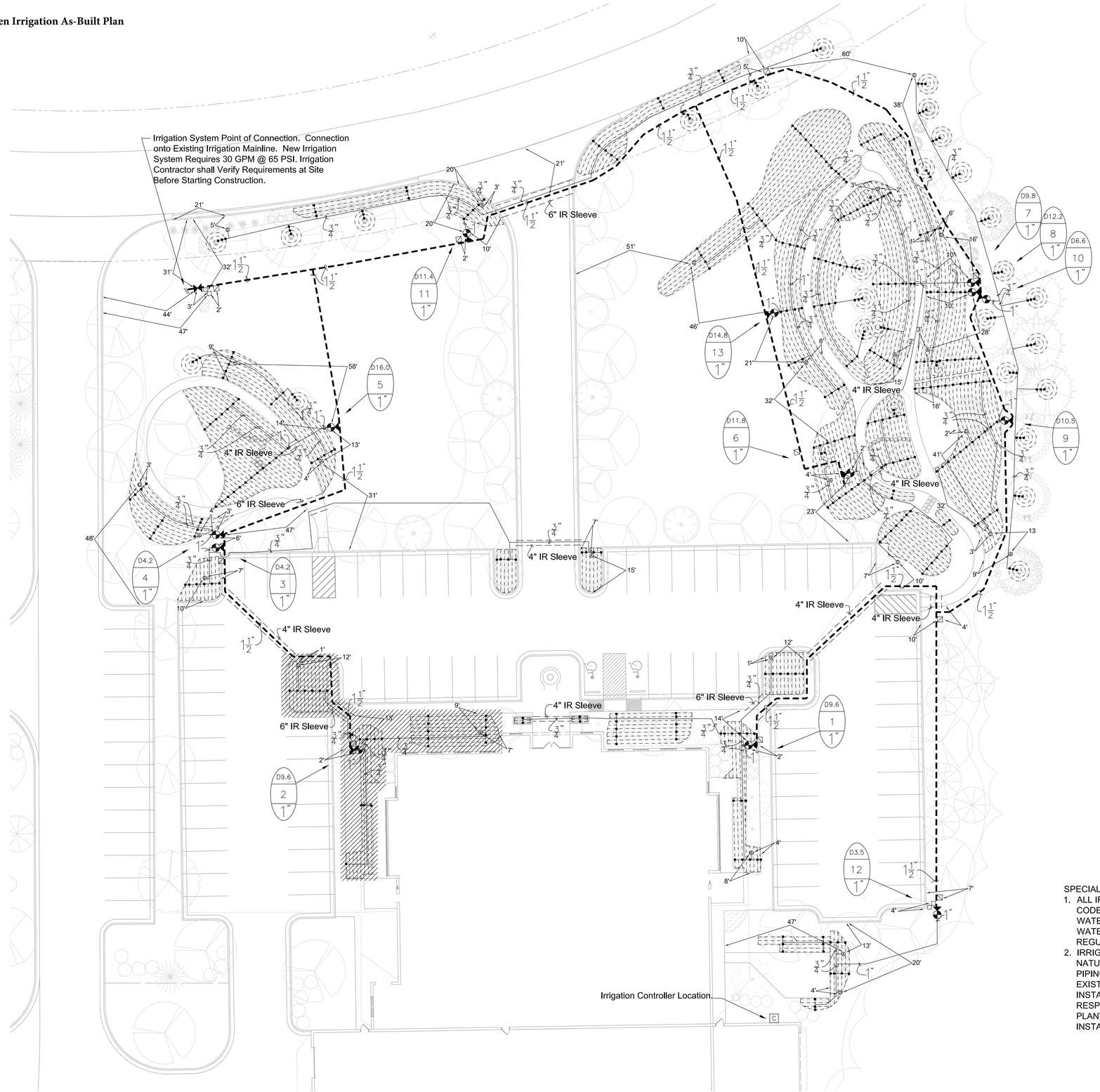
- *Andropogon virginicus* / Broomsedge Bluestem
- *Asclepias curassavica* / Blood Flower
- *Asclepias tuberosa `Hello Yellow`* / Butterfly Milkweed
- *Echinacea purpurea Hot Papaya* / Hot Papaya Coneflower
- *Echinacea x `Big Sky Harvest Moon`* / Harvest Moon Coneflower
- *Eupatorium fistolosum* / Joe Pye Weed
- *Heuchera x `Tiramisu`* / Coral Bells
- *Hypericum calycinum* / Creeping St. John`s Wort
- *Hyssopus officinalis* / Hyssop
- *Juncus effusus* / Soft Rush
- *Juniperus davurica `Parsonii`* / Parson`s Juniper
- *Lantana camara `Miss Huff`* / LantanA
- *Liatris spicata* / Spike Gayfeather
- *Lobelia cardinalis* / Cardinal Flower
- *Monarda didyma* / Bergamot
- *Panicum virgatum `Heavy Metal`* / Blue Switch Grass
- *Panicum virgatum `Shenendoah`* / Burgundy Switch Grass
- *Physostegia virginiana `Miss Manners`* / Miss Manners Obedient Plant
- *Rosmarinus officinalis `Arp`* / Arp Rosemary
- *Rudbeckia Fulgida `Early Bird Gold`* / Black-Eyed Susan
- *Solidago canadensis* / Goldenrod
- *Stachys byzantina* / Lamb`S Ear
- *Verbena bonariensis* / Purpletop Vervain
- x Heucherella x `Redstone Falls` / Coral Bells

Water Efficient Landscaping Demonstration Garden

South Fulton Maintenance and Operations Center

FULTON COUNTY

Exhibit #2- SFMOC Garden Irrigation As-Built Plan



SFMOC WATER EFFICIENT LANDSCAPING
DEMONSTRATION GARDEN

IRRIGATION AS-BUILT PLANS
SEPTEMBER 20, 2013

Plans Prepared by:
Sprinkler Solutions, Inc.
ph: 404.787.7165

IRRIGATION LEGEND

- 1-1/2" IRRIGATION POINT OF CONNECTION.
- MANUAL DRAIN VALVE. SCH 80 PVC BALL VALVE.
- C — RAIN BIRD ESP-16-LXME CONTROLLER: 16 STATION, MODULAR CONTROLLER, FOUR PROGRAMS, WALL MOUNTED. IRRIGATION CONTRACTOR SHALL ALSO INSTALL A WIRELESS MINII CLIK II RAIN SENSOR AND A FREEZE-CLIK DEVICE.
- RAIN BIRD #5NP QUICK COUPLING VALVE 1" SIZE. CONTRACTOR TO SUPPLY TWO QCV KEYS AND MATCHING HOSE SWIVELS.
- SCH 80 PVC BALL VALVE, SIZED SAME AS MAINLINE, MOUNTED IN CARSON VALVE BOX.
- RAIN BIRD REUSE DRIP ZONE ASSEMBLY KIT, MODEL #XCZ-100-PRBR-COM . 1" SIZE.
- POINT OF CONNECTION - DRIP LINE TUBING TO PVC PIPE.
- DRIP TUBING: RAIN BIRD XFS DRIPLINE DRIP TUBING, .6 GPH, 12" CENTERS, STAKED EVERY TURN OR EVERY 4', INSTALL NETAFIM AIR RELIEF VALVE KIT IN 10" CIRCULAR VALVE BOX AT HIGH POINT OF EACH ZONE AND INSTALL NETAFIM DRAIN VALVE(S) IN 10" CIRCULAR VALVE BOX AT LOW POINT(S) OF EACH ZONE.
- TREE RING DRIP TUBING: RAIN BIRD XFS DRIPLINE DRIP TUBING, .6 GPH, 12" CENTERS, STAKED EVERY TURN OR EVERY 4', INSTALL NETAFIM AIR RELIEF VALVE KIT IN 10" CIRCULAR VALVE BOX AT HIGH POINT OF EACH ZONE AND INSTALL NETAFIM DRAIN VALVE(S) IN 10" CIRCULAR VALVE BOX AT LOW POINT(S) OF EACH ZONE.
- MAINLINE PIPE: 1-1/2" SIZE IF NOT NOTED. CLASS 200 PVC, SOLVENT WELD, UTILZING SCH 40 PVC SOLVENT WELD FITTINGS.
- IRRIGATION SLEEVE: CLASS 200 PVC, SIZE NOTED ON PLAN.
- LATERAL LINE PIPE: CLASS 200 PVC SOLVENT WELD UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS, SIZE NOTED.

NOTES:

1. ALL WIRE WILL BE COLOR CODED DIRECT BURIAL UL/UF WIRE: COMMON (WHITE) #12-1, CONTROL (RED) #14-1.
2. ALL PIPING AND WIRING UNDER HARDTOPS WILL BE IN CLASS 200 PVC PIPE SLEEVE.

TYPICAL VALVE INDICATOR

28.5 — GALLONS PER MIN.
10 — STATION NUMBER
1-1/2" — VALVE SIZE

SPECIAL IRRIGATION NOTES:

1. ALL IRRIGATION EQUIPMENT SHALL BE COLOR CODED AND IDENTIFIED FOR RECLAIMED WATER USE (IE PURPLE PIPE) AS PER LOCAL WATER AUTHORITY'S CODES AND REGULATIONS.
2. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE FOR READABILITY PURPOSES. ALL PIPING SHALL BE INSTALLED AWAY FROM EXISTING PLANT MATERIAL (AND TREES). INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PLANTS AND TREES CAUSED BY IRRIGATION INSTALLATION.

N

0 20' 40'

FULTON COUNTY WATER RESOURCES DEPARTMENT

SOUTH FULTON MAINTENANCE AND OPERATIONS CENTER
7470 COCHRAN ROAD
COLLEGE PARK, GEORGIA 30349

Exhibit #3

Landscape and Irrigation Maintenance Checklist

South Fulton Maintenance and Operations Center Demonstration Gardens
7472 Cochran Road
College Park, Georgia 30349



August 28, 2014

Fulton County Department of Water Resources
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Landscape and Irrigation Maintenance Checklist

January-March

Landscape Maintenance

- Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong upward growth.
- Inspect plants for insect and fungus problems.
- Leave native grasses standing through winter, then cut them back to 4-5 inches in March before the new growth begins.
- Inspect plants for obvious signs of overwatering or under watering.
- Check planting beds and trees for areas failing to thrive. In areas where plants are not thriving, conduct soil tests. Apply organic granular fertilizer according to the soil test recommendations. Apply fertilizer before expected rainfall or if rainfall not expected, water fertilizer in. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
- Refresh mulch in planting beds where the mulch depth has been reduced to less than 2 thick. Aerate (fluff) existing mulch. New mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Remove fallen leaves and tree debris from planting beds and turf.
- Schedule and conduct walk through with Owner’s representative.

Irrigation Maintenance

- Before reactivating, flush out irrigation systems as needed and check for proper operation of each valve zone.
- Remove and clean wye filter screens.
- Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.
- Replace irrigation controller program back-up batteries. (not sure if we will have these)
- Irrigation system to be inspected monthly during seasons of operation. Each valve zone shall be observed for signs of damage on a monthly basis.
- Run off of water from irrigation systems into or onto streets, parking areas or sidewalks is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs or replacements as soon as possible to correct the source of the run-off.

April-June

Landscape Maintenance

- Inspect plants for insect and fungus problems. In case of aphids, spray off plants with water hose. Inspect plants for obvious signs of overwatering or under watering.
- Check planting beds and trees for areas failing to thrive. In areas where plants are not thriving, conduct soil tests. Apply organic granular fertilizer according to the soil test recommendations. Apply fertilizer before expected rainfall or if rainfall not expected, water fertilizer in. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
- Refresh mulch in planting beds where the mulch depth has been reduced to less than 2 thick. Aerate (fluff) existing mulch. New mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Deadhead plants past bloom time.
- Remove weeds in planting beds by hand.
- After leaves flush out on all plants, prune dead limbs and branches from shrubs and trees.
- Remove fallen leaves and tree debris from planting beds and turf.
- Schedule and conduct walk through with Owner’s representative.

Irrigation Maintenance

- Irrigation system to be inspected monthly during seasons of operation. Each valve zone shall be observed for signs of damage on a monthly basis. Sprinkler heads are to be replaced or repaired at the cost of labor and materials.
- Each valve zone shall be observed for signs of damage on a monthly basis.
- Run off of water from irrigation systems into or onto streets, parking areas or sidewalks is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs or replacements as soon as possible to correct the source of the run-off.

July-September

Landscape Maintenance

- Inspect plants for insect and fungus problems. In case of aphids, spray off plants with water hose.
- Inspect plants for obvious signs of overwatering or under watering.
- Prune spring & winter-flowering shrubs as needed to maintain proper shape.
- Deadhead plants past bloom time.
- Cut back faded annual flowers only by half in August, dead head, then water and lightly fertilize with organic liquid 20-20-20 or equivalent. A second season of blooms will begin to appear in two weeks. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
- Refresh mulch in planting beds where the mulch depth has been reduced to less than 2 thick. Aerate (fluff) existing mulch. New mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Remove weeds in planting beds by hand.
- Remove fallen leaves and tree debris from planting beds and turf.
- Schedule and conduct walk through with Owner’s representative.

Irrigation Maintenance

- Irrigation system to be inspected monthly during seasons of operation. Each valve zone shall be observed for signs of damage on a monthly basis. Sprinkler heads are to be replaced or repaired at the cost of labor and materials.
- Each valve zone shall be observed for signs of damage on a monthly basis.
- Run off of water from irrigation systems into or onto streets, parking areas or sidewalks is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs or replacements as soon as possible to correct the source of the run-off.

October-December

Landscape Maintenance

- Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications.
- Prune perennial bulbs back to ground level as leaf blades yellow and wilt due to cold weather. Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong, upward growth.
- Prune summer and fall flowering shrubs (when past bloom time) as needed to maintain proper shape.
- Deadhead plants past bloom time.
- Refresh mulch in planting beds where the mulch depth has been reduced to less than 2 thick. Aerate (fluff) existing mulch. New mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Remove weeds in planting beds by hand.
- Remove fallen leaves and tree debris from planting beds and turf.

Irrigation Maintenance

- Prepare irrigation system for winter before first freeze.
- Make sure backflow preventer is well insulated or drained prior to first freeze.
- Blow out pipes using compressed air in areas where freezing could result in breakage.
- Schedule and conduct walk through with Owner’s representative.

Landscape and Irrigation Maintenance General Notes

- Just seeing several insects on a plant does not mean you have a problem; they may be beneficial insects. Observe the details of their appearance and make written notes. Next use an expert or a reference (county extension agent, nursery, gardening book, etc.) to identify the insect and determine if treatment is necessary.
- Fertilization: Landscape beds will be fertilized using organic methods only. To improve soil structure, apply compost 11 months after installation. Use compost made from decomposed wood chips, plant material, and/or Class A biosolids. Add compost to root areas of shrubs and perennials Apply high-nitrogen fertilizers only during summer months**.**
- Regular communication between the contractor and the owner's authorized representative is encouraged.
- The contractor is encouraged to ask questions, rather than make assumptions.
- The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.
- The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as a part of this contract.
- Drip irrigation needs periodic flushing to remove sediment. When flushing is necessary, it shall be performed as a part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
- The contractor shall check the entire irrigation system monthly during the irrigation season for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water.
- Plants which die due to irrigation failure will be considered to have died due to the contractor’s negligence and shall be replaced at the contractor’s expense. The contractor shall turn in a copy of the Maintenance Checklist to the owner's authorized representative each month. The checklist copy shall have a check mark by all items completed at the site and the date completed. Any items completed that are not on the checklist shall be noted on the back of the checklist. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site.

Exhibit #4 - Landscaping Maintenance Guidelines

FULTON COUNTY

South Fulton Maintenance and Operations Center Demonstration Gardens
7472 Cochran Road
College Park, Georgia 30349



Fulton County Department of Water Resources
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Landscape and Irrigation Maintenance Scope of Work

South Fulton Maintenance and Operations Center Water Efficient and Wildlife Gardens

First Quarter

January-March

Landscape Maintenance

1. All trees, shrubs and ground cover shall be fertilized yearly. Ornamental trees will be fertilized with a balanced fertilizer at the rate of 1 pound per inch of trunk caliper. Shrubs and groundcovers will be fertilized using an organic fertilizer. Chemicals will be applied according to the product label and under the supervision of a certified applicator. Certification must be submitted to the Contract Administrator.

2. All shrubs and ground cover shall be pruned as necessary to maintain a neat and natural shape within the planting boundaries. Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards (ANSI Z133.1-200 ANSI A300 Part 1-3). Any dead wood shall be pruned out on a regular basis. All trees shall be limbed up uniformly according to design and plant habit, with suckers removed as necessary. Crape myrtles shall only be limbed up, with suckers being removed as necessary. Crape myrtles shall remain in tree form. Perennials shall be cleared of decaying leaves and pruned backed by hand when fully dormant. Perennials, daylillies, etc., shall not be mowed or pruned back with a weed eater. Leave native grasses standing through winter. Cut all native grasses by **hand** back to 4-5 inches in March before the new growth begins.

3. All landscape beds shall be mulched with pine straw to a depth of two (2) inches as follows: Mulching shall be done three times per year (April and December). The pine straw must be tucked under and around the plant material. Any areas where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover. Vendor shall provide all pine straw, mulch (hard wood mulch) and pine bark (pine bark is defined as natural mini pine nark nuggets).

4. All insects and diseases that are detrimental to the appearance and/or health of the plant must be controlled as either is detected. The contractor must be aware of potential pests and will make weekly inspections of the plant material and treat as necessary. These practices will be under an Integrated Pest Management (IPM) program and must be submitted to the Contractor Administrator for approval. The goal of an IPM program is to provide a safer environment through the use of fewer pesticides. All applications shall be made when people are not present and wind would not cause drift from the target site. Safety procedures shall be followed during all applications. All pesticides must be applied in accordance with label rates. Inspect plants for insect and fungus problems on a monthly basis.

5. Conduct a series of five (5) soils tests. Three (3) tests are spread-out in the larger garden planting beds and two (2) soil tests in the smaller garden beds. For more guidance and soil test drop off locations use http://www.extension.uga.edu/about/county/county.cfm

6. Schedule and conduct a monthly walk through with Owner's representative.

Second Quarter
April-June

1. All shrubs and ground cover shall be pruned as necessary to maintain a neat and natural shape within the planting boundaries. Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards (ANSI Z133.1-200 ANSI A300 Part 1-3). Any dead wood shall be pruned out on a regular basis. Perennials, daylillies, etc., shall not be mowed or pruned back with a weed eater. The pine straw must be tucked under and around the plant material. Any areas where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover. Vendor shall provide all pine straw, mulch and pine bark (pine bark is defined as natural mini pine nark nuggets).

2. All insects and diseases that are detrimental to the appearance and/or health of the plant must be controlled as either is detected. The contractor must be aware of potential pests and will make weekly inspections of the plant material and treat as necessary. These practices will be under an Integrated Pest Management (IPM) program and must be submitted to the Contractor Administrator for approval. The goal of an IPM program is to provide a safer environment through the use of fewer pesticides. All applications shall be made when people are not present and wind would not cause drift from the target site. Safety procedures shall be followed during all applications. All pesticides must be applied in accordance with label rates. Inspect plants for insect and fungus problems on a monthly basis. In case of aphids, spray off plants with water hose. If other insect problems are present contact the Owner's representative for a walk through to discuss.

3. Schedule and conduct a monthly walk through with Owner's representative.

4. Contractor is required to provide annual color two (2) times per year where annual color is now present or has been present in the past. Annual planting beds shall be planted with normal size planting flats. The Contractor will be responsible for watering, hand weeding, pesticides, fungicides, fertilizers, pruning, edging, and dead heading these plants. All Seasonal beds shall be maintained and manicured. They shall remain weed-free by manual means. It is Contractors responsibility to ensure all seasonal beds are watered to ensure survivability. Annuals must remain in thriving and vigorous condition during growing seasons. Any annuals that show decline shall be replaced as determined by the Contract Administrator. Replacement will be at the expense of the contractor. Fall planting shall be completed prior to November 1st. Spring planting shall not be started until April 1st, and completed by the middle of May.

    - Installation of seasonal (twice a year. Spring/Summer and Fall/Winter) color beds should include the following:
    - Removal of the previous flower rotation.
    - Spreading of organic matter over the bed area to depth of 1".
    - Tilling and loosening the soil to a depth of 8" and then raking the planting bed smooth to complete preparation of existing planting beds.
    - Applying time released, high phosphate with systemic insecticide fertilizer over the bed at the rate of three pounds per 100 sq. ft.
    - Mulching beds to a minimum depth of 1" with mini pine bark nugget mulch. Mulch must cover at a thickness so that no soil is visible through it.
    - Install seasonal plants in all planting beds.
    - Inspect plants weekly for obvious signs of overwatering or under watering.

Third Quarter

July-September

1. All shrubs with any dead wood shall be pruned out on a regular basis. Prune spring flowering shrubs as needed to maintain proper shape. Dead head plants that are past their bloom time. Cut back faded annual flowers only by half in August, dead head, water and lightly fertilize with organic liquid 20-20-20- or equivalent. A second season of blooms will begin to appear in two weeks. The pine straw must be tucked under and around the plant material. Any areas where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover. New mulch not required where shrubs or groundcover completely hide the soil surface from view. Vendor shall provide all pine straw, mulch and pine bark (pine bark is defined as natural mini pine nark nuggets). Remove weeds by **hand**. Remove fallen leaves and tree debris from plating beds and turf.

2. All insects and diseases that are detrimental to the appearance and/or health of the plant must be controlled as either is detected. The contractor must be aware of potential pests and will make weekly inspections of the plant material and treat as necessary. These practices will be under an Integrated Pest Management (IPM) program and must be submitted to the Contractor Administrator for approval. The goal of an IPM program is to provide a safer environment through the use of fewer pesticides. All applications shall be made when people are not present and wind would not cause drift from the target site. Safety procedures shall be followed during all applications. All pesticides must be applied in accordance with label rates. Inspect plants for insect and fungus problems on a monthly basis.

3. Schedule and conduct walk through with Owner's representative.

Fourth Quarter

October-December

1. Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications.
   Prune perennial bulbs back to ground level as leaf blades yellow and wilt due to cold weather Prune summer and fall flowering shrubs (when past bloom time) as needed to maintain proper shape. Dead head plants past bloom time. Refresh mini nugget mulch in planting beds where the mini nugget mulch depth has been reduced to less than 2 thick. Aerate (fluff) existing mulch. New mulch not required where shrubs or groundcover completely hide the soil surface from view.
   Remove weeds in planting beds by **hand.** Remove fallen leaves and tree debris from planting beds and turf.

2. Contractor is required to provide annual color two (2) times per year where annual color is now present or has been present in the past. Annual planting beds shall be planted with normal size planting flats. The Contractor will be responsible for watering, hand weeding, pesticides, fungicides, fertilizers, pruning, edging, and dead heading these plants. All Seasonal beds shall be maintained and manicured. They shall remain weed-free by manual means. It is Contractors responsibility to ensure all seasonal beds are watered to ensure survivability. Annuals must remain in thriving and vigorous condition during growing seasons. Any annuals that show decline shall be replaced as determined by the Contract Administrator. Replacement will be at the expense of the contractor.

Fourth Quarter

October-December

Color Bed Installation

- Fall planting shall be completed prior to November 1st.
- Installation of seasonal (twice a year. Spring/Summer and Fall/Winter) color beds should include the following:
- Removal of the previous flower rotation.
- Spreading of organic matter over the bed area to depth of 1".
- Tilling and loosening the soil to a depth of 8" and then raking the planting bed smooth to complete preparation of existing planting beds.
- Applying time released, high phosphate with systemic insecticide fertilizer over the bed at the rate of three pounds per 100 sq. ft.
- Mulching beds to a minimum depth of 1" with mini pine bark nugget mulch. Mulch must cover at a thickness so that no soil is visible through it.
- Install seasonal plants in all planting beds.
- Inspect plants weekly for obvious signs of overwatering or under watering.

3. Schedule and conduct a monthly walk through with Owner's representative

All site work is required to follow the standards listed below. The standards are used as guidelines and references for standard horticulture practices in the green industry.

Fulton County Tree Ordinance
http://www.fultoncountyga.gov/images/stories/ECD/tree-04.pdf

TCIA Tree Care Industry Association
http://tcia.org/business/ansi-a300-standards

UGA Extension Care of Ornamental Plants in the Landscape
http://extension.uga.edu/publications/detail.cfm?number=B1065

American Standard for Nursery Stock
http://americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf

- Just seeing several insects on a plant does not mean you have a problem; they may be beneficial insects. Observe the details of their appearance and make written notes. Next use an expert or a reference (county extension agent, nursery, gardening book, etc.) to identify the insect and determine if treatment is necessary.
- Fertilization: Landscape beds will be fertilized using organic methods only. To improve soil structure, apply compost 11 months after installation. Use compost made from decomposed wood chips, plant material, and/or Class A biosolids. Add compost to root areas of shrubs and perennials. Apply high-nitrogen fertilizers only during summer months**.**
- Regular communication between the contractor and the owner's authorized representative is encouraged.
- The contractor is encouraged to ask questions, rather than make assumptions.
- The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.
- The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as a part of this contract.
- Drip irrigation needs periodic flushing to remove sediment. When flushing is necessary, it shall be performed as a part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
- The contractor shall check the entire irrigation system monthly during the irrigation season for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water.
- Plants which die due to irrigation failure will be considered to have died due to the contractor’s negligence and shall be replaced at the contractor’s expense. The contractor shall turn in a copy of the Maintenance Checklist to the owner's authorized representative each month. The checklist copy shall have a check mark by all items completed at the site and the date completed. Any items completed that are not on the checklist shall be noted on the back of the checklist. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site.

SECTION 8
SAMPLE CONTRACT

8.1 FULTON COUNTY CONTRACTUAL REQUIREMENTS – BACKGROUND

As a government entity, Fulton County Government ("County") is governed by a number of statutes, rules, policies and requirements that may restrict or prevent the County from entering into certain types of contracts or certain contractual terms and conditions, some of these requirements are non-negotiable.

8.2 CONTRACT TERMS AND CONDITIONS

The County intends to execute a contract substantially similar to the Sample Contract provided. The Contractor must comply with the terms and conditions set forth in the Sample Contract. No changes to the terms and conditions will be permitted without prior written approval from the County's Purchasing Agent. The Sample Contract is attached for your review. Proposed terms and conditions that conflict with those contained in the attached Sample Contract or that diminish the County's rights under the contract shall be considered null and void and will not be considered.

8.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

8.3.1 Indemnification and Insurance

The Finance Department, Risk Management Division is responsible for establishing guidelines for indemnification and insurance provisions in County contracts. The indemnification and insurance requirements contained in the attached contract are pursuant to those guidelines. The County shall not be deemed to have accepted any alteration of these provisions without prior written approval to the Offeror from the County.

Indemnification

Indemnification is a contractual clause by which one party to a contract asks the other party to defend it against any claims or third parties who might be injured as a result of something that occurs while the parties are performing their duties and obligations under the contract. In accordance with Georgia law, the County cannot enter into agreements indemnifying Contractors/Consultants, or any other entity, against third party claims. Be advised that the County will not agree to clauses to indemnify a Contractor/Consultant "to the extent permitted by law."

Insurance

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the County with proof of coverage prior to contract approval. The coverage must be satisfactory to the County as outlined in Section 4, Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions of this ITB.

8.3.2 Limitation of Liability

The County is prohibited from limiting direct damages, including those resulting from property damage or personal injury. Any request by a Bidder to the County to limit direct damages will not be considered.

8.3.3 Waivers of Jurisdiction and Venue

The County will not consider requests or contractually agree to change the jurisdiction or be subject to the laws of another state or federal courts.

8.3.4 Alternative Dispute Resolution/Mediation

The County will not consider requests or contractually agree to include alternative dispute methods.

8.3.5 Confidentiality

Fulton County Government and all of its agencies are subject to the State of Georgia public record laws. The County cannot agree to contractual terms that attempt to prevent it from having to disclose records that are declared public records under applicable statues.

8.4 EXCEPTIONS TO THE COUNTY'S CONTRACT

As noted in Section 1, Instructions to Bidders, Item 31, if an Bidder takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this ITB, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this ITB. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Bidder's response clearly marked as "Exceptions."

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

SAMPLE CONTRACT

FULTON COUNTY

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

ARTICLE 1. CONTRACT DOCUMENTS
ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
ARTICLE 4. SCOPE OF WORK
ARTICLE 5. SERVICES PROVIDED BY COUNTY
ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
ARTICLE 7. SCHEDULE OF WORK
ARTICLE 8. CONTRACT TERM
ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
ARTICLE 10. PERSONNEL AND EQUIPMENT
ARTICLE 11. SUSPENSION OF WORK
ARTICLE 12. DISPUTES
ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 15. WAIVER OF BREACH
ARTICLE 16. INDEPENDENT CONTRACTOR
ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
ARTICLE 18. INDEMNIFICATION
ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
ARTICLE 20. INSURANCE
ARTICLE 21. PROHIBITED INTEREST
ARTICLE 22. SUBCONTRACTING
ARTICLE 23. ASSIGNABILITY
ARTICLE 24. ANTI-KICKBACK CLAUSE
ARTICLE 25. AUDITS AND INSPECTORS
ARTICLE 26. ACCOUNTING SYSTEM
ARTICLE 27. VERBAL AGREEMENT
ARTICLE 28. NOTICES
ARTICLE 29. JURISDICTION
ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 31. FORCE MAJEURE
ARTICLE 32. OPEN RECORDS ACT
ARTICLE 33. INVOICING AND PAYMENT
ARTICLE 34. TAXES
ARTICLE 35. PERMITS, LICENSES AND BONDS
ARTICLE 36. NON-APPROPRIATION
ARTICLE 37. WAGE CLAUSE

Exhibits

EXHIBIT A: GENERAL CONDITIONS
EXHIBIT B: SPECIAL CONDITIONS
EXHIBIT C: SCOPE OF WORK
EXHIBIT D: COMPENSATION
EXHIBIT E: PURCHASING FORMS
EXHIBIT F: CONTRACT COMPLIANCE FORMS

CONTRACT AGREEMENT

Contractor: [Insert Contractor Name]

Contract No.: [Insert Project Number and Title]

Address: [Insert Contractor Address]
City, State

Telephone: [Insert Contractor Contact Phone Number]

Email: [Insert Contractor Contact Email Address]

Contact: [Insert Contractor Contact Name]
[Insert Contractor Contact Title]

This Agreement made and entered into effective the [Insert date] day of [Insert month], [Insert year] by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Company Name]**, hereinafter referred to as **"Contractor"**, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its [Insert User Department Name] hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Contractor to perform [Insert Project description/services to be provided], hereinafter, referred to as the **"Project"**.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable]
V. Exhibit C: Scope of Work
VI. Exhibit D: Compensation;
VII. Exhibit E: Purchasing Forms;
VIII. Exhibit F: Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Form;
X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform [Insert project description]. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [1st day of April 2016], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. 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.

b. 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, 20__and shall end no later than the 31st day of December, 20__. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 20___ and shall end no later than the 31st day of December, 20__. 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.

c. 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.

d. 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.

e. 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.

ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed [Insert amount approved by BOC], (Insert dollar amount in words) Example: $500,000.00 (Five Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

(4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County

may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

(5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15.**WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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.

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 Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such

information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Title]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone: [Insert User Department Representative Phone Number]
Email: [Insert User Department Representative Email Address]
Attention: [Insert User Department Representative Name]

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

[Insert Contractor Representative Title]

[Insert Contractor Address]
Telephone:
Email:
Attention: [Insert Contractor Representative Name

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and

provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:
Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:
Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

1) Vendor Information
    a. Vendor Name
    b. Vendor Address
    c. Vendor Code
    d. Vendor Contact Information
    e. Remittance Address

2) Invoice Details
    a. Invoice Date

b. Invoice Number (uniquely numbered, no duplicates)
c. Purchase Order Reference Number
d. Date(s) of Services Performed
e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)
   a. Department Name
   b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

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:

FULTON COUNTY, GEORGIA

Robert L Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

CONTRACTOR:

[INSERT CONTRACTOR COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

11. Bids 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 Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

    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 invitation to bid of the number of days that Bidders will be required to honor their bids. 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.

12. 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.

13. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.

14. 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.

15. 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 Bidder is solely responsible for arranging for the service to be performed.

16. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

19. All 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.
20. All 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).

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide [insert the scope of work from the solicitation document].

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed $XXX,XXX.XX (One Hundred Thirteen Thousand, Two Hundred Forty Dollars and Thirty Two Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

EXHIBIT E

PURCHASING FORMS

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS