FULTON COUNTY

REQUEST FOR PROPOSAL 26RFP092026K-DB

Standby Landscape Design
and
Installation Countywide 2027

For

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

RFP ISSUANCE DATE: Thursday, October 8, 2026

RFP DUE DATE AND TIME: Wednesday, November 4, 2026 @ 11:00 A.M.

PRE-PROPOSAL CONFERENCE DATE: Wednesday, October 21, 2026 @ 11:00 A.M.

PURCHASING CONTACT: Darlene A. Banks, Chief Assistant Purchasing Agent

E-MAIL: darlene.banks@fultoncountyga.gov

LOCATION: FULTON COUNTY GOVERNMENT
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1 – INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is seeking a qualified and experienced firm to provide Standby landscape design, installation of all materials, labor, technical expertise, etc. and appurtenances necessary to provide landscape design and installation at Countywide facilities to include ground covers, shrubs and trees, site grading and drainage, irrigation repair and installation, tree removal and site amenity purchases on an "as needed" basis identified within this Request for Proposal (RFP).

These requirements may include, but are not limited to the following: minor design and installation activities or a simple replacement or repair of a landscape asset, or total redesign and installation of a complete landscape package for a building. The work will require limited design plans, and rehabilitation work to repair damaged or missing landscape cover, turf, trees, sidewalks, and walking trails. The work will also require a limited hardscape design plan and rehabilitation work to repair concrete or asphalt pads or trails, along with the removal of damaged landscaping features and assets.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the Standby Landscape Design and installation Countywide.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 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 Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

The County is looking to improve the landscape design and aesthetic of these selected facilities.
The selected County facilities require varying levels of upgrade or rehabilitation to the existing landscape design or grounds infrastructure. The identified facilities have damaged or deteriorating landscape resulting from lack of routine maintenance such that the landscaping assets must be resigned and replaced. The scope of work may include minor design and installation activities or a simple replacement or repair of a landscape asset, or a total redesign and installation of complete landscape package for a facility. The work will require limited design plans, and walking trails. The work will also require limited landscape design plan, and rehabilitation work to repair concrete or asphalt pads or trailing, along with the removal of damaged landscaping features and assets.

1.4 PROJECT OBJECTIVES

The following are the County Objectives for this project:

Fulton County desires to retain qualified and experienced contractors to provide landscape design and installation services under this contract and that has the flexibility to provide maintenance, professional services and installation support for the Department of Real Estate and Asset Management's capital landscape program.

1.5 OBTAINING THE RFP

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.

1.6 PRE-PROPOSAL CONFERENCE

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

Date: Wednesday, October 21, 2026
Time: 11:00 A.M
Link: https://zoom.us/j/92250109134 (via Zoom ONLY)

The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. However, no verbal response provided at the Pre-Proposal 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-Proposal Conference and will be addressed during the Pre-Proposal Conference.

Any additional questions asked at the Pre-Proposal 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.

1.7 PROPOSAL DUE DATE

All proposals will be received by the Department of Purchasing & Contract Compliance electronically through BidNet Direct at https://www.bidnetdirect.com/georgia/fultoncounty on or before ***Wednesday, November 4, 2026*** **at 11:00 A.M.,** legal prevailing time. All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 CONTACT PERSON AND INQUIRIES

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

Purchasing Contact Name: Darlene A. Banks, Chief Assistant Purchasing Agent

Email: darlene.banks@fultoncountyga.gov

Phone: (404) 612-7879

1.9 PROCUREMENT SCHEDULE

The following is the procurement schedule for this project and will be strictly adhered to.

EVENT	DATE
RFP Issued	***October 8, 2026***
Pre-Proposal Conference **@ 11:00 A.M.**	***October 21, 2026***
Deadline for Submission of Questions and Requests for Clarification by **October 30, 2026 @ 2:00 P.M.**	***October 30, 2026***
Proposal Due Date by **11:00 A.M.**	***November 4, 2026***
Tentative Dates for Oral Interviews/Presentations	***TBD***
Anticipated Board of Commissioners Meeting Date	***TBD***

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation and for purposes of this RFP, the following terms and acronyms have the following meaning:

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Acronym or Term	Name or Definitions
Addendum	Revision to the RFP documents issued by the County prior to the receipt of proposals.
Agreement	Refers to the executed contract between the County and Contracting Entity.
County	Fulton County Government and its authorized representatives
Contact Person	Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.
Offeror	The entity of individual submitting a proposal in response to this RFP.
Owner	Fulton County Government
Proposal	The document submitted by the offeror in response to this RFP.
Proposer	The entity or individual submitting a proposal in response to his RFP.
Request for Proposal (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
Responsible Offeror	A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
Responsive Offeror	A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
Scope of Work	All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
Subcontractor/Sub-Consultant	An individual, firm, corporation or any combination thereof having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must submit such requests through BidNet Direct for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after ***Friday, October 30, 2026 by 2:00 P.M.***, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on BidNet Direct website.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on BidNet Direct website. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 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 the January 1, 2027, the date of execution of the Agreement in the year 2027 , 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.

2.6 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Offeror will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may also conduct oral presentations/interviews.

Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County. Awards will not necessarily be based on cost alone.

2.7 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.8 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.9 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 Section 102-448 which is incorporated by reference herein.

2.10 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 7. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s). 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 extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

2.11 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.8 A written addendum, if necessary, will be made available to each recipient of this RFP.

2.12 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and shall only contact the person designated by the RFP.

2.13 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.14 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.15 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.16 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.17 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.

2.18 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Department of Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.19 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the ***Joseph Davis, Director***, or designated representative.

2.20 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal 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 on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation

in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

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

See Section 5, Proposal Forms for declarations and affidavits.

2.21 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall 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.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.22 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 bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases 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 bases 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 bases, 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.

2.23 NON-COLLUSION

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

2.24 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror 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.

Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror 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 Offeror further certifies that the failure to submit proposed modifications with the proposal waives the Offeror's right to submit proposed modifications later. The Offeror 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 Offeror's proposal as non-responsive.

2.25 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

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

2.26 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror 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.

2.27 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT (Non-Applicable)

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.

2.28 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

   Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

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

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP 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 Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor 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 3 – PROPOSAL REQUIREMENTS

3.1 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.2 FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS

3.2.1 Submission Instructions: Submit one (1) original, signed and dated proposal response in PDF Format electronically on-line through BidNet Direct at https://www.bidnetdirect.com/georgia/fultoncounty on the forms provided in the solicitation document.

All Proposals, including all attachments, must be received by the County through BidNet Direct no later than ***Wednesday, November 4, 2026*** at **11:00 A.M.**

All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

3.2.2 Required Submittals: The bidder **must complete and execute** the following documents and upload as required:

1. Technical Proposal – Format the proposal with the following labeled sections:
    a. Section 1 – Executive Summary
    b. Section 2 – Project Plan/Approach to Work
    c. Section 4 – Qualifications of Key Personnel
    d. Section 4 – Relevant Project Experience/Past Performance
    e. Section 5 – Availability of Key Personnel
    f. Section 6 – Local Preference **(upload with Exhibit – 1)**
    g. Section 7 – Service Disabled Veterans Preference **(upload with Exhibit – 1)**
2. Contract Compliance Requirements
3. Insurance and Risk Management Provisions
4. Purchasing Forms – All forms listed below must be completed and uploaded utilizing 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: Disclosure Form & Questionnaire
    d. Form D: Professional License
    e. Form E: Local Preference
    f. Form F: Service Disabled Veterans
    g. Exhibit A: Promise of Non-Discrimination
    h. Exhibit B1: Schedule of Intended Subcontractor Utilization
    i. Exhibit B2: Subcontractors & Suppliers Form
    j. Exhibit C: Subcontractor Contact Form
    k. Insurance and Risk Management Signature Page

5. Cost Proposal

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

Proposal(s) shall be publicly opened via web conferencing, with only the names of the Proposers disclosed at the opening.

Date: November 4, 2026

Time: 11:05 AM

Web Conference Link: https://zoom.us/j/94122645764

3.3 SCOPE OF WORK

The Scope of the project is to provide professional landscape design and installation services that will be needed for the comprehensive management of all external features and structures for county facilities and grounds. The selected proposer(s) must have the ability to create designs and to develop construction documents. A variety of landscape methods may be requested on any project(s); therefore, the proposer(s) must have experience in Georgia on water-wise landscaping, design and installation. All designs must be completed in AutoCAD Releases 14 or higher. Incidental landscape design services may be required for certain projects and they are on an on-call basis. Additionally, the scope of this work may require experienced personnel in the following areas on an as needed basis:

- Georgia Registered Landscape Architect
- Project Manager

The Proposer(s) awarded this proposal must meet the following criteria:

A. Must have available, and use, equipment, and vehicles in good working condition, be acceptable in appearance, and must be marked with the company's name on both sides while working on Fulton County sites Proposers shall use only commercial landscape maintenance equipment on Fulton County sites. Fulton County reserves the right to inspect equipment prior to an award being made. In no way shall an inspection be perceived by the proposer as a successful award;

B. Proposer's personnel that will work on Fulton County sites must dress appropriately and, if uniforms are worn, must bear the company's logo. The company's employees must always conduct themselves in a professional manner while on the County’s sites. At least one (1) contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one (1) member of each crew that works on Fulton County sites must have a valid Georgia Driver's License;

C. If proposer plans to sub-contract any portion of these landscape maintenance services, proposer must identify the Sub-Proposer(s) by business name, contact person, address and telephone number; and

D. Proposers shall submit with their proposal a current and valid copy of their business license. The business license must be in the same name as the company, and the application date cannot be later than this proposal open date. Failure to submit a copy of proposer's business license with the proposal package will result in proposer's disqualification from this proposal process.

Proposers shall be familiar with the following documents:

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

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

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

d. American Standard for Nursery Stock: http://americanhort.org/documents/ANSI Nursery Stock Standards American Hort 2014.pdf

3.4 PROJECT DELIVERABLES

Proposer(s) shall provide services on an as needed basis. Services may be performed any time between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday; however, noisy and/or loud sound equipment shall not be operated at times which will likely disturb nearby residents. Any work performed outside of normal working hours (including weekends and holidays) shall observe these same noise restrictions.

Proposer(s) shall submit quarterly Technical Reports on all completed work per project site. The report shall contain the following information:

1. Detailed description of services performed for the past quarter.
2. Detailed list of proposed landscape improvements with proposed budget.
3. Detailed list of any irrigation work per site.
4. Copies of all chemicals, quantities, and explanation of use per site. Additionally, Proposers shall deliver the following requirements:

A. Turf Maintenance Requirements (warranty period)

Prior to mowing, trash, sticks, and other unwanted debris should be removed from lawns, planting beds walkways and curbs. Mowing, edging, and trimming shall be performed each visit during the growing season and as needed thereafter. Sites shall be visited every week throughout the year regardless of season. Turf shall be maintained at a height of 2 to 2.5 inches throughout the mowing season. During the mowing season, lawn areas will be mowed every week, or as weather conditions dictate. All warm season turf will be scalped to a height of 1.5 inches in February or March. All clippings and thatch will be removed from the lawn areas. No clippings will be disposed of in catch basins or the drainage system. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance. String trimmers will be used to cut debris and grass that cannot be mowed. Grass clippings will be kept out of planting beds and tree rings. The Proposer shall be responsible for mechanical edging all bed lines, curbs, walkways, and other paved areas every week during the growing season, and on an as-needed basis thereafter. Debris from the edging operation will be removed and areas swept or blown clean immediately after completion. Aeration and over seeding of lawn areas will be performed each year in September and April. Warm season turf will be aerated at the end of April through May and cool season turf will be aerated in September through October.

A turf program can be adversely affected by the weather; therefore, the Proposer will provide service calls and diagnosis between applications at no additional charge, if needed. Additional turf applications may be needed for turf insects and disease, as well as difficult to control

weeds, such as but sedge and dallies grass. The Proposer will provide a written proposal if and when these services are warranted. These situations are handled on a case-by-case basis and approval from the Contract Administrator must be secured before the proposed work is performed. Various soil tests may be needed to determine the environmental condition of the existing soil. This service will be provided by the Proposer and is included in the lump sum cost.

1. Fire ants and other insects and/or diseases that are detrimental to the health and appearance of the turf shall be controlled by approved product applications.
2. Proposer shall be responsible for the removal and proper disposal of leaves. This must be done on a continuous basis, and leaves shall not be allowed to accumulate excessively. In the fall, leaf removal shall be done once per week.
3. All detention ponds shall be considered part of the site and therefore shall be maintained by using a quarterly mowing and weed eating schedule.

B. Tree and Ornamental Plant Maintenance Requirements (warranty period)

1. Proposer shall be responsible for maintaining all ornamental beds in a weed-free condition. Weed control will be accomplished using pre-emergent and post emergent herbicides as well as hand weeding. In early spring, pre-emergent herbicide will be applied to mulched areas and ground cover beds. 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 ornamental beds shall be trench-edged along all adjoining lawn areas. This edge shall follow the established flow of the bed lines and be (2) two to (3) three inches deep, with pine straw or mulch tucked into the trench. Beds shall be edged periodically to maintain a clean edge. The trench-edge shall be made by using appropriate equipment, such as a flat-edge spade, or/a half-moon edger. Garden tillers etc. shall not be used.
3. All landscape beds shall be mulched with pine straw to a depth of three (3) inches as follows:
    a. Mulching shall be done three (3) times per year (April, August, and December).
    b. The pine straw must be tucked under and around the plant material. Any area where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover.
    c. Proposer shall provide all pine straw, mulch and pine bark.
4. 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 with 18-29-12 fertilizer at the rate of 4 pounds per 100 square feet of bed area once in the spring. Acid-loving plant materials will be fertilized with a specialty product according to the manufacturers' recommended rate. Vendor should provide all fertilizer.
5. 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, daylilies, etc., shall not be mowed or pruned back with a weed eater. All insects and diseases that are detrimental to the appearance and/or health of the plant must be controlled as either is detected.

6. The Proposer must be aware of potential pests and will make regular inspections of the plant material and treat as necessary. These practices will be under an Integrated Pest Management (I PM) program and must be submitted to the Proposer Administrator for approval. The goal of an IPM program is to provide a safer environment using 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.
7. Proposer shall 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. Proposer shall be responsible for watering, 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 both manual and chemical means. It is Proposer's 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 shall be at the expense of the Proposer. Fall planting shall be completed prior to November 1st. Spring planting shall not commence until April 1st, and will be completed by the middle of May of each year of the contract.
8. Installation of seasonal (twice per year: Spring/Summer and Fall Winter) color beds shall 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 1 00 sq. ft.; and
    - Bed mulching 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.

C. Irrigation System and Maintenance Requirements:

1. **Technical Inspections**

Proposer should perform two (2) complete technical inspections during the summer months and ensure that system is 100% operable. The technical inspection shall consist of an Irrigation Technician who shall turn on the irrigation system and check for leaks, proper pressure and coverage, damaged heads, condition of irrigation clock and assure that the clock is set properly based on plant material and agronomic conditions. A written evaluation shall be performed identifying the condition of the irrigation system and recommendations on needed repairs and/or enhancements.

2. **Repairs**

All major repairs shall be performed on a time plus material basis. The rates for this service shall be detailed in a written proposal and shall be sent to Contract Administrator (or designated representative) for approval before work can be performed.

3. **Irrigation Monitoring**

Proposer shall be responsible for monitoring the effectiveness of the irrigation system and reporting deficiencies, in writing, to Contract Administrator. Monitoring includes, but is not limited to, regular visual checkups of the irrigated areas by Proposer's On-Site Supervisor, who shall notify the Contract Administrator if adjustments are made to the timing or if major repairs are needed. Proposer should provide full irrigation management, repairs, design and installation with experienced irrigation technicians under a separate agreement. Proposer shall be responsible for minor irrigation repairs (i.e. small leaks/breaks).

4. **Irrigation Management**

Proposer proposes to furnish all labor, tools, materials, equipment, and insurance to provide complete landscape irrigation system management for the above-mentioned project as specified herein:

5. **Spring Start-up Proposer shall**:

a. turns on all water supplies and inspects piping systems for leaks;

b. inspects all controllers for proper operation;

c. program the controller based on the weather, and types and location of plant material; and

d. performs complete system inspections as detailed below.

6. **Fall Winterization Proposer shall:**

a. performs complete system inspection as detailed above;

b. drains the irrigation system through manual drain valves or compressed air;

c. shut off all water supply valves; and d. set the controllers as recommended by the manufacturer for temporary shutdown. Proposer shall not be held responsible for any damages to the irrigation system if it is turned on after Winterization services are performed.

7. **Miscellaneous Site Requirements**

1. Trash and debris shall be removed from the entire site, to include parking areas, walkways and other hard surfaces each site visit. Trash cans on the exterior of the building must be emptied each site visit, with a new trash can liner being placed in the trashcan. All trash and debris other than leaves may be placed in the dumpster on site where available. Leaves and any other plant material may not be placed into trashcans or dumpsters.
2. Drainage and grate inlets must be always kept clear of debris. Leaves and debris shall not be allowed to accumulate on drains and grates.

3. Proposer is required to water all ornamental plants, trees, and seasonal color beds during dry or drought periods, except for lawn areas.

3.5 PROJECT SCHEDULE (OPTIONAL)

Project schedules will be developed and implemented on a per task basis.

Proposer(s) shall submit a Technical Report on services calls within five (5) days of completion. Proposer shall not receive payment for any invoices until the Technical Report is received and approved by the Contract Administrator. The report must contain the following information:

1. Detailed description of services performed;

2. Start time and completion time of services;

3. Date services were performed;

4. Location of services; and

5. Report on any problems or upcoming issues on any turf, plant, or other horticulture issues.

Awarded Proposer shall meet with the Contract Administrator (or designated representative) on each site for an initial walk-through within thirty (30) days of issuance of the Notice to Proceed (NTP).

If a site is not visited weekly as outlined in the “contract” then the Contractor must contact the Contract Administrator (or designated representative) to stay on schedule for the following week to ensure the sites are maintained per the requirements of the contract.

The project is a one (1) year contract with two (2) one (1) year renewal options.

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

1. The executive summary shall include the following information:
2. Provide the legal name of the entity responding to this proposal.
3. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).
4. Include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.
5. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Project Plan, Technical Approach or Project Approach

1. Describe what information the Proposer's should submit in order to demonstrate:
2. Their understanding of the tasks identified in the scope of work.
3. Their plan or approach to accomplish the tasks identified in the scope of work.
4. Their methodology including best practices and benchmarks to be used.
5. Their general and specific capabilities and experience that will enable the Proposer to provide the services required by the County.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the the lead person for the project i.e., Project Manager, Program Manager, etc.
2. All proposed key personnel must have at least a minimum of three (3) years of work experience in landscape design and installation.
3. The Project Manager must have a minimum of five (5) years of experience in landscape design and installation within the past five (5) years.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background
   - Current and Past Relevant Work Experience
   - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience

A. Prior Experience

Describe the number of years the Proposer has provided the type of work requested by the RFP. Describe specific experience your firm has in completing similar projects.

B. References

Identify three (3) projects where the Proposer has performed projects similar in size and scope with entities comparable to Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses, e-mail and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Proposers are advised to notify the reference that the County will be contacting them. Evaluation maybe impacted if the County is unable to contact the reference.

Section 5 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project

(2) Current workload of key personnel

Section 6 - Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable. In order to receive the Local Preference points the Proposer must complete and submit Form E.

The Proposer must submit one (1) of the following supporting documentation with their proposal:

- Copy of occupational tax certificate (business license) form Fulton County or a City located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Section 7 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form F, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise ("SDVBE") must be certified as such by the County's Office of Contract Compliance.

Section 8 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 20 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 20, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

<u>Lowest cost submitted</u>
Each successive cost X Points allocated for cost in RFP = Cost proposal score

Section 9 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

a. Provide your firm's most recent balance sheets.
b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 10 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form C.

3.7 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 2 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.

SECTION 4 – EVALUATION PROCESS

This section briefly describes the process for evaluating the RFP responses submitted for this project.

4.1 EVALUATION COMMITTEE

Selection will include an analysis of the RFP responses submitted by an Evaluation Committee composed of County personnel who will review the submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.4.

4.2 EVALUATION AND SELECTION PROCESS

The evaluation process will include a review of each submittal to verify responsiveness in accordance with Section 4.3 of the RFP.

To assist in the evaluation of the RFP responses, the Evaluation Committee may in its sole discretion:

Seek clarification or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of the RFP responses; and

Conduct reference checks relevant to any or all of the references cited in a Response to verify any and all information regarding a Respondent.

Conduct oral interviews/presentations to further clarify and confirm understanding of the proposer's knowledge of the full scope of the project.

4.3 RESPONSIVENESS REVIEW

The Respondent shall submit a RFP response that provides all the information required in accordance with this RFP. If the Respondent does not fully comply with these requirements, the County may deem the RFP response non-responsive, in which case the Respondent will be disqualified. The County may consider a RFP response non-responsive, and the Respondent maybe disqualified if the RFP response is not submitted in the format specified in this RFP; if the RFP response does not meet the requirements of the RFP or if the RFP response is incomplete.

4.4 EVALUATION SELECTION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation criteria and relative weight listed below will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan/Approach to Work	40%
Qualifications of Key Personnel	10%
Relevant Project Experience/ Past performance	13%
Availability of Key Personnel	10%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	20%
TOTAL POINTS	100%

4.5 NOTIFICATION OF SELECTION

Upon completion of the evaluation of RFP responses, the County shall notify the Proposer(s) in writing of the firm selected.

SECTION 5 – PROPOSAL FORMS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms provided in Exhibit 9, Purchasing Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Forms.

FORM A: Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer 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

Proposer 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: Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form C**, which requests disclosure of business and litigation.

FORM D: Professional License

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

FORM E: Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form E** and submit the supporting documentation required, which certifies that the Proposer is eligible to receive local preference points.

FORM F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form F,** which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.

SECTION 6 – 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: 26RFP092026K-DB

Standby Landscape Design

and

Installation Countywide 2027

For

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

WORK CATEGORY: OTHER SERVICES

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

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.62% FBE

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 - INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
Standby Landscape Design and Installation Countywide

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 Occurrence/Aggregate $1,000,000/$3,000,000

May be required applicable to work being performed.

**Or by endorsement to General Liability Policy for sudden and accidental. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months (36) after completion of 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 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/Consultant 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 7, Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions of this RFP.

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 an Offeror 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 2, Instructions to Proposers, 2.25, if an Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal 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 #26RFP092026K-DB

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. DELIVERABLES
ARTICLE 6. SERVICES PROVIDED BY COUNTY
ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
ARTICLE 8. SCHEDULE OF WORK
ARTICLE 9. CONTRACT TERM
ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
ARTICLE 11. PERSONNEL AND EQUIPMENT
ARTICLE 12. SUSPENSION OF WORK
ARTICLE 13. DISPUTES
ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 16. WAIVER OF BREACH
ARTICLE 17. INDEPENDENT CONSULTANT
ARTICLE 18. PROFESSIONAL RESPONSIBILITY
ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
ARTICLE 20. ACCURACY OF WORK
ARTICLE 21. REVIEW OF WORK
ARTICLE 22. INDEMNIFICATION
ARTICLE 23. CONFIDENTIALITY
ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
ARTICLE 26. INSURANCE
ARTICLE 27. PROHIBITED INTEREST
ARTICLE 28. SUBCONTRACTING
ARTICLE 29. ASSIGNABILITY
ARTICLE 30. ANTI-KICKBACK CLAUSE
ARTICLE 31. AUDITS AND INSPECTORS
ARTICLE 32. ACCOUNTING SYSTEM
ARTICLE 33. VERBAL AGREEMENT
ARTICLE 34. NOTICES
ARTICLE 35. JURISDICTION
ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 37. FORCE MAJEURE
ARTICLE 38. OPEN RECORDS ACT
ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
ARTICLE 40. INVOICING AND PAYMENT
ARTICLE 41. TAXES
ARTICLE 42. PERMITS, LICENSES AND BONDS
ARTICLE 43. NON-APPROPRIATION
ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A: **GENERAL CONDITIONS**
EXHIBIT B: **SPECIAL CONDITIONS**
EXHIBIT C: **SCOPE OF WORK**
EXHIBIT D: **PROJECT DELIVERABLES**
EXHIBIT E: **COMPENSATION**
EXHIBIT F: **PURCHASING FORMS**
EXHIBIT G: **CONTRACT COMPLIANCE FORMS**
EXHIBIT H: **INSURANCE AND RISK MANAGEMENT FORMS**

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Email: ***[Insert Consultant Email]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title

This Agreement made and entered into effective the _____ day of _____, 20__ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Consultant Company Name]**, hereinafter referred to as **"Consultant"**, 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 Consultant to perform ***[Insert project description/services to be provided***, hereinafter, referred to as the **"Project"**.

WHEREAS, Consultant 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Purchasing Forms
IX. Exhibit G: Office of Contract Compliance Forms;
X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant'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 Consultant 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 Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant 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 Consultant 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. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **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 the January 1, 2027, the date of execution of the Agreement in the year 2027 , 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.

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **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 Consultant. The Consultant 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Consultant 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 Consultant 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 insure 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 Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

ARTICLE 15. **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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16.**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 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 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's acts, errors, or omissions in the performance of professional services, the Consultant 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 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.

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

22.2 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 Consultant, 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 Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant'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 Consultant (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, Consultant 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, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 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 Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 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, Consultant) 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, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, 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 Consultant has complied with all of Consultant'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 Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant 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 Consultant 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).

22.5 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 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department’s Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, 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 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **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 28. **SUBCONTRACTING**

Consultant 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 29. **ASSIGNABILITY**

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **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. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **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 Consultant 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 34. **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:

Department of Real Estate and Asset Management

Director

141 Pryor Street, G119

Atlanta, Georgia 30303

Telephone: (404) 612-_____

Email: joseph.davis@fultoncountyga.gov

Attention: Joseph N. Davis

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 Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Email:
Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. **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 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant 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: The County shall make payments to Consultant within 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

Consultant'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, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant 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 41. **TAXES**

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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:	CONSULTANT:
FULTON COUNTY, GEORGIA	**[INSERT CONSULTANT COMPANY NAME]**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	[Insert Name & Title of person authorized to sign contract]
ATTEST:	
Tonya R. Grier Clerk to the Commission	
(Affix County Seal)	
APPROVED AS TO FORM:	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
Joseph N. Davis, Director Department of Real Estate and Asset Management	

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed $. The detailed costs are provided below:

EXHIBIT F

PURCHASING FORMS

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 9 – 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: Disclosure Form & Questionnaire
d. Form D: Professional License
e. Form E: Local Preference
f. Form F: Service Disabled Veterans
g. Exhibit A: Promise of Non-Discrimination
h. Exhibit B1: Schedule of Intended Subcontractor Utilization
i. Exhibit B2: Subcontractors & Suppliers Form
j. Exhibit C: Subcontractor Contact Form
k. Insurance and Risk Management Signature Page

Exhibit 2: Cost Proposal Form
Exhibit 3: Contractor Safety and Health Management Process
Exhibit 4: Job Safety Analysis Worksheet Example and Information

EXHIBIT 2
COST PROPOSAL FORM

Position **Hourly Rate (incl. OH&P)**

EMPLOYEE CLASSIFICATION	UNIT COST/HOURLY RATES
Georgia Registered Landscape Architect	$
Certified Irrigation Professional	$
Project Manager	$
Administrative Personnel	$
Laborers	$

COMMODITIES	UNIT PRICE
Bobcat/grading(with operator) hourly	$
Hardwood Mulch-installed price (cubic yard)	$
Harwood Mulch bagged (20 count min)-installed price	
Pine Straw-installed price (bale)	$
Clearing and Grading allowance *	$ 50,000.00
Irrigation Material Allowance*	$ 50,000.00

TREE- GROUP 1 -*Unit Price* for each to include Delivery, installation and warranty of plant material-			
Botanical Name	**Common Name**	**Size**	**Unit Price Installed (Each)**
Acer Buergeranum	Trident Maple	3”	$
Acer Rubrum ‘October Glory’	Red Maple	3”	$
AcerSacharannum ‘Legacy’	‘Legacy’ Sugar Maple	3”	$
Betula nigra "Dura Heat”	River Birch	12’-14’ (multi-trunk)	$
Cercis Canadensis ‘Rising Sun’	Eastern Redbud “Rising Sun”	2”	$
CercisCanadens Sp	Eastern Redbud	2”	$
Cornus florida Sp	Dogwood	2”	$
Cornus Florida ‘Cherokee Chief’	Dogwood	3”	$
Cryptomeria japonica	Japanese Cryptomeria	8-10’	$
Ilex "Nellie R. Stevens"	Nellie R. Stevens Holly	6-8’	$
Amelanchiar Grandiflora ‘Autumn Brilliance’	Serviceberry	8’-10’	$
Lagerstroemia Indica	Crape Myrtle	10’-12’	$
Lagerstroemia Indica	Crape Myrtle	15 gal	$
Liriodendron Tulipifera	Tulip Poplar	3”	$
Magnolia Sp. “Bracken Brown Beauty”	Southern Magnolia	8’-10’	$
Magnolia Virginiana	Sweetbay Magnolia	8’-10’	$
Pinus Taeda	Loblolly Pine	7 gal	$
Pistachio Chinense	Chinese Pistache	3”	$
Quercos phellos	Willow Oak	3”	$
Quercus nuttalli	Nuttall Oak	3”	$
Ulmus Americana “Princeton”	Princeton Amer. Elm	3”	$

SHRUBS/GROUNDCOVERS/ANNUALS GROUP 2-*Unit price* for each to include Delivery, installation, and warranty			
Botanical Name	**Common Name**	**Size**	**Unit Price (Each)**
Abelia “Rose Creek’	Abelia Grandiflora	3 gal	$
Aesculus parviflora	Bottlebrush Buckeye	5 gallon	$
Camellia japonica	Japanese Camellia	3 gallon	$
Camelia Sasanqua	Japanese Camellia	5 gallon	$
Cephalotaxus Harringtonia ‘Prostrata’	Dwarf Plum Yew	3 gallon	$
Cleyera japonica	Cleyera	5 gallon	$
Hydrangea Paniculata ‘Little Lime’	Little Lime Hydrangea	3 gallon	$
Ilex cornuta "Burfordii'	Buford Holly	3 gallon	$
Ilex vomitoria	Yaupon Holly	3 gallon	$
Illicium Anisatum	Japanese Anise	7 gallon	$
Loropetalum ‘Purple Diamond’	Chinese Fringe	3 gallon	$
Osmanthus fragrans	Fragrant Tea Olive	10 gallon	$
Juniperus Conferta ‘Blue Pacific’	Blue Pacific Juniper	3 gallon	$
Juniperus Conferta ‘Blue Pacific’	Blue Pacific Juniper	1 gallon	$
Mahonia ‘Soft Caress’	‘Soft Caress’ Mahonia	3 gallon	$
Rhododendron Canescens	Piedmont Native Azalea	5gallon	$
Rhododendron Austrinum	Swamp Azalea	5 gallon	$
Hydrangea Quercifolia ‘variety’	Oakleaf Hydrangea	3 gallon	$
Pittosporum Tobira ‘Wheelers Dwarf’	Sweek Mock Orange	3 gallon	$
Gardenia ‘Frost Proof”	Frangrant Gardenia	3 gallon	$
Ophiopogon Japonicus	Mondo Grass	4”(flat of 18)	$
Dryopteris Erythrosora	Autumn Fern	1 gallon	$
Liriopi Spicata	Creeping Liriopi	4”(flat of 18)	$
Helleborus orientalis	Lenten Rose	1 gallon	$

Hemerocallis species	Daylily	1 gallon	$
Hosta ‘Gold Standard’	Hosta	1 gallon	$
Phlox Divaricata	Creeping Phlox	1 gallon	$
Trachelospermum Asiaticum	Asian Jasmine	4” (flat of 18)	$
Echinacea purpurea	Echinacea	1 gallon	$
Rudbeckia fulgida	Black Eyed Susan	1 gallon	$
Annual Seasonal Color Beds; SCOPE: Beds cleared from previous season, Annuals Delivered, installed, mulched, fertilized and watered for 3 water visits to help with establishment of annuals if there is no irrigation.			
Pansies/Violias	Winter Pansies	Flat of 18	$
Begonias	Bronze Leaf Begonias	Flat of 18	$
Duranta	Golden Dew Drops	Flat of 18	$
Vinca ‘Cora Series’	Vinca	Flat of 18	$
Petunia sp.	Petunias	Flat of 18	$
Cabbage sp./Kale	Ornamental Cabbage	1gal	$

NATIVE GRASSES-cost of plant delivered, planted and warranty.			
Botanical Name	**Common Name**	**Size**	**Unit Price (Each)**
Aristrada stricta	Wiregrass	1 gallon	$
Eragrostis elliottii	Elliott’s Lovegrass	1 gallon	$
Muhlenbergi capillaries	Hair/Muhly Grass	1 gallon	$
Panicum virgatum 'Dallas Blues'	Switch grass	1 gallon	$
Panicum virgatum 'Shenandoah’	Shenandoah Switch Grass	1 gallon	$
Schizachyrium scoparium	Little bluestem	1 gallon	$

SOD-Group 3	**Unit cost to include delivery of sod and installation of sod.**		
Botanical Name	**Common Name**	**Size /Scope**	**Unit Price Sq. ft. installed**
Bermuda Sod		1 pallet-**bare dirt**; add topsoil, till, lay sod, water until established.	$
Zoysia		1 pallet-**bare dirt**; add topsoil, till, lay sod, water until established.	$
Bermuda Sod		5 pallets-place sod in area where grass has died and is mostly weeds. Kill weeds, add topsoil, till, lay sod; water until established.	$
Zoysia		5 pallets-place sod in area where grass has died and is mostly weeds. Kill Weeds, add topsoil, till, lay sod; water until established.	$
Bermuda Sod		10 pallets-place sod in area where grass has died and is mostly weeds. Kill weeds, add topsoil, till, lay sod; water until Established.	$
Zoysia		10 pallets-place sod in area where grass has died and is mostly weeds.Kill Weeds, add topsoil, till, lay sod; water until established.	$

Subtotal Cost of Items

1. Groups 1 (Trees) $_____
2. Group 2 (Shrubs, Groundcover, Annuals, Grasses) $_____
3. Group 3 (Sod) $_____
4. **Total Cost for Groups 1 through 3** $_____

Owner Directed Allowance

Construction and Installation Allowance: Allow the amount specified in the Price for the services of a vendor, contractor, supplier, or subcontractor to perform Installation, rehabilitation, and repair services. Services will be reimbursed at direct cost plus 10%, Contractor must provide invoices for Owner approval.

Clearing and Grading Allowance: Allow the amount specified in the Bid for the services of a clearing contractor to remove all debris from the site including but not limited to trees, brush, rocks, trash, etc. and fine grade site to meet designed layout specifications as directed by the Owner. Services will be reimbursed at direct cost plus 5%, Contractor must provide invoices for Owner approval.

Irrigation Material Allowance: Allow the amount specified in the Bid for the acquisition of designed irrigation material including but not limited to irrigation heads, piping, controllers, rain sensors, drip irrigation tubing, etc. to meet designed layout specifications as directed by the Owner. Contractor must provide independent quotes from three (3) different vendors for the materials. Services will be reimbursed at direct cost plus 10%. Contractor must provide invoices for Owner approval.

EXHIBIT 3
CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

2.0 REFERENCES

1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
1.2 Environmental Protection Agency Regulations (EPA) 4OCFR
1.3 Fulton County Safety and Health and Requirements
1.4 Georgia Department of Transportation Regulations and Requirements
1.5 US Department of Transportation Requirements
1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Project Manager;
4. Designating an employee on the site to be responsible for the Contractor's safety program; and
5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.

4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.

4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.

4.4 Not Used.

4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the 'general public.

4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.

4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.

4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials
2. Disciplinary action plan for violations
3. Any treatment or reinstatement reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items:

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband

5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes

7.0 EMERGENCY PROCEDURES/GUIDELINES

7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightening, Hail
8. Terrorists Threats
9. Work place violence

7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of $5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.

8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.

8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.

8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.

8.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.

1. Company Name
2. Location
3. Date and Time of incident
4. Description of incident
5. Names of all parties involved and all witnesses
6. Corrective action(s) taken to prevent recurrence
7. If the incident involves injury or illness, the following information must be provided:
   a) A medical description of the injury or illness
   b) OSHA record ability status i.e. first aid, medical treatment, lost time, days of restricted work.
   c) If the public is involved, information about treatment and treatment location.
8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

9.0 JOB SAFETY ANALYSIS

9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.

9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.

9.3 The Contractor must maintain a file for all job safety analysis forms, which is Accessible for review.

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self-Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever an 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

10.4.2 After this review the findings may identify areas needing improvement.

10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.

10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.

10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.

10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub--Contractor employees on the site.

11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.

11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

12.1 Employee Training

12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Subcontractor employees and competent persons working on the site including any required craft training,

12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.

12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.

12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.

12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.

12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project

12.2 Equipment Certification and Inspection

12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.

12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.

12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.

12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.

12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary\fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.

- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment (PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required wilt vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 65 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fail protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- Long pants are required.

13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

- The Contractor and each Sub-Contractor must implement Assured Grounding

Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.

- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926,451 and ANSI A10.8. Some program elements include but are not limited to:

- User training for all employees who may use scaffolds;
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- Daily inspection by competent person. Must implement daily tag system to document inspection;
- Must have engineering approval for scaffolds above 100 feet in height;
- Must be able to document competent person credentials; and
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the

applicable OSHA and ANSI/ASME.

- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stops the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

13.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

13.14 Ladders*

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

13.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

13.16 Compressed Gas Cylinders*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be stored separately or separated in accordance

with the appropriate code.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, and Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation and Housekeeping*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

13.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk-based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

14.1 Asbestos Removal
14.2 Lead Based Paint Removal
14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
14.4 Hazardous Waste Operations and Training
14.5 Overhead Power Lines
14.6 Locating underground utilities
14.7 Dust Control
14.8 Guarding for floor holes and roof openings
14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
14.10 Environmental Requirements

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

15.1 Barricades and Cones
15.2 Traffic and Warning Signs
15.3 Traffic control devices
15.4 Equipment and materials storage
15.5 Reflective Clothing and other personal protective equipment
15.6 Excavation and road hole protection
15.7 Erosion protection
15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

16.1 Fencing and other measures for site security
16.2 Warning, direction, and no trespassing signs
16.3 Alternate public walk-ways
16.4 Protection of the public from overhead and other construction hazards
16.5 Site Traffic Control
16.6 Barricading off hazardous areas and open pits and holes

EXHIBIT 4
JOB SAFETY ANALYSIS WORKSHEET EXAMPLE AND INFORMATION

Job Safety Analysis! Job Pre-Planning Worksheet

Job Name and #:		**Completed By:**
Date:	**Phase/Operation:**	
Task	**Hazard**	**Control**

SECTION 10 – APPENDICES

(Not Applicable)