



FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR QUOTE NUMBER: 08CR58981C

WILL BE RECEIVED UNTIL: NOVEMBER 9, 2007

DESCRIPTION: STREAM BANK RESTORATION – CHATTAHOOCHEE RIVER IN NORTH FULTON COUNTY

For quicker respond on-line at www.fultonvendorservice.com

Or via Fax at (404) 893.1740

Buyer: Cynthia Richardson

Fulton County Purchasing Department

Public Safety Building, Suite 1168

130 Peachtree Street, S.W.

Atlanta, Georgia 30303

(404) 730-5800

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:

CYNTHIA RICHARDSON

E-Mail Address :

Cynthia.richardson@fultoncountyga.gov

Telephone Number:

(404).730.6959

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

Company Address:

City

State

Zip Code

Telephone Number:

Fax Number:

E-Mail Address:

RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

*Signature of the person submitting QUOTE:

*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

NO BID:

REASON: _____

1-30

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses may be submitted for quotes on the Vendor Self Service system at www.fultonvendorelfselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department,

or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

4-30

REQUEST FOR QUOTE SPECIFICATIONS**Quote Number: 08CR58981C****Opening Date: NOVEMBER 9, 2007****STREAM BANK RESTORATION – CHATTAHOOCHEE RIVER IN NORTH FULTON
COUNTY
PUBLIC WORKS DEPARTMENT****1. DESCRIPTION**

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide **STREAM BANK RESTORATION – CHATTAHOOCHEE RIVER IN NORTH FULTON COUNTY** for the Public Works Department.

2. CONTACT PERSON

Please contact **Cynthia Richardson**, Procurement Officer at **(404) 730-6959** or by e-mail cynthia.richardson@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorseffservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS**Part 1 General****1.01 Scope**

Fulton County has a need to restore a section of stream bank along the Chattahoochee River in North Fulton County. The selected contractor shall furnish all labor, materials, equipment, and incidentals required for clearing and grubbing of existing vegetation and weed eradication in areas where new plantings are to be provided, bed preparation as specified herein and shown on the Drawings, providing trees, plants and ground covers where specified, construction of log check dams, maintenance of the Work prior to Final Acceptance, repair and replacement of damaged landscape work, and all related activities. Fulton County personnel shall remove a layer of existing gravel and rock and shall remove concrete barriers.

1.02 Quality of Work and Materials

5-30

The Contractor shall have minimum three years successful experience in the field and shall furnish all materials and perform all work in accordance with these specifications, drawings, and instructions provided by the Owner's Representative or Owner's representative hereafter also referred to as Owner's Representative. The work shall include everything shown on the drawings and required by the specifications and everything to which in the judgment of the Owner's Representative is incidental to what is shown on the drawings or required by the specifications. Workmanship and materials shall be of the best quality and shall be in strict accordance with the intention of the drawings, specifications and samples. The Contractor shall cooperate with the Owner's Representative so that no error or discrepancy in the drawings or specifications shall cause defective or inappropriate materials to be used or poor workmanship to be allowed and so that the work may proceed in the most efficient and effective manner.

1.03 Weather

Plant only during weather conditions favorable to landscape construction and to the health and welfare of plants. Contractor to notify Owner's Representative immediately if directed to commence planting operations in conditions detrimental to plant health.

1.04 Percolation Test

- A. The Contractor shall be responsible for determining existing sub-surface drainage conditions for areas to be planted or sodded. The Contractor shall include as a part of his proposal the cost for making the following percolation tests in any area where he is uncertain about adequate sub-surface drainage. Report unacceptable areas to Owner's Representative/Owner's Representative for instructions.
- B. Percolation tests shall be made as follows:
1. Wait at least 24 hours after rain and dig test pit 12-inches square or 13-1/2- inches in diameter to depth of bottom of plant bed and remove all loose soil. (If standing water is visible, notify Owner's Representative).
 2. Quickly fill pit bottom with 6 inches (approximately 3-1/4 gallons) of water.
 3. Record length of time from filling until disappearance of water and divide number of minutes by 6 to give average time of 1-inch fall.
 4. Compare 1-inch time with following table:
 - a. 1 inch in 0 - 3 minutes indicates rapid absorption
 - b. 1 inch in 3 - 5 minutes indicates medium absorption
 - c. 1 inch in 5 - 30 minutes indicates slow absorption
 - d. 1 inch in over 60 minutes indicates impervious soil
 5. In plant bed areas where sub-soil conditions do not percolate or the bed is enclosed by

6-30

pavement, curbs, walks or other hard construction, the Contractor shall install a 4-inch drain line that allows the sub-surface of the bed to drain to the storm system or out to day light on the nearest slope.

1.05 Submittals

- A. The Contractor is to submit certification tags from trees, shrubs, seed, and sod verifying type and purity.
- B. Materials: Samples of materials as listed below shall be submitted for inspection on the job site, or as otherwise determined by the Owner's Representative.

<u>Material</u>	<u>Sample</u>
Topsoil	1 cubic foot
Aged hardwood bark mulch	1 cubic foot
Jute mesh	1 square foot

- C. Soils test results: It is the responsibility of the contractor to obtain soils tests and submit results to the Owner's Representative with specific recommendations for soil amendments and fertilization as indicated by the soils tests. Where areas vary significantly in soil composition, slope, or watering schedule, separate tests are required for each area. The Contractor must specify the type of grass, trees and other plants to be installed in each area to be tested. Fertilizer specified for turf grasses will be applied at planting time. The Owner shall be informed of fertilizer specified for trees so that application can be made after the initial growing season when slow-release fertilizer in the root ball has been exhausted.
- D. Plants shall be subject to inspection and approval at the place of growth, or upon delivery to the site, as determined by the Owner's Representative, for quality, size and variety. Such prior approval will not impair the right of inspection and rejection at the site during progress of the work or after completion, for size and conditions of balls or roots, latent defects or injuries. Rejected plants shall be removed immediately from the site. Notice requesting inspection should be submitted by the Contractor at least one week prior to anticipated date.
- F. Typical samples shall be furnished from each separate source of supply. Approved samples shall be stored on the site and protected until furnishing of material is completed. Plant samples may be planted in permanent positions, but labeled as samples.
- G. Upon approval of samples by the Owner's Representative, delivery of materials may begin.
- H. Samples: Submit

1.06 Plant Material Size and Measurement

- A. Plants shall be measured when branches are in their normal position.

- B. Shrubs shall meet the size requirements stated in the Plant List. The measurements are to be taken from the ground level to the average height of the shrub and not to the longest branch. Height and spread dimensions specified refer to the main body of the trees (measured from the crown of the roots to the tip of the top branch) and shall be not less than the minimum size designated.
- C. Caliper measurements shall be taken at a point on the trunk six inches above natural ground line for trees up to four inches in caliper, and at a point 12 inches above the natural ground line for trees exceeding four inches in caliper.
- D. If a range of size is given, no plant shall be less than the minimum size, and not less than 50% of the plants shall be as large as the upper half of the range specified.
- E. The measurements specified are the minimum size acceptable and, where pruning is required, are the measurements after pruning.
- F. All dimensions on Schedule shall be the minimum acceptable size. Plants larger in size than specified in the Plant List may be used if approved by the Owner's Representative. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased in proportion to the size of the plant.
- G. The minimum acceptable ball size for trees shall be 11-inch diameter per 1-inch caliper taken 6-inches above the ground for trees up to and including 4-inch caliper. Caliper shall be measured 12-inches above the ground for trees larger than 4-inch caliper. In special cases the ball size may be reduced as directed or approved by the Owner's Representative.

1.07 Notification of Delivery

Unless otherwise authorized by the Owner's Representative, the Contractor shall notify the Owner's Representative at least 48 hours in advance of the anticipated delivery date of any plant materials.

1.08 Right of Rejection

The Owner's Representative reserves the right to inspect and reject plants at any time and at any place. Plants held on site for longer than 2 months must be approved by Owner's Representative before installation

1.09 Maintenance

All planting shall be protected and maintained by the Contractor until time of final acceptance as defined in the guarantee. Maintenance shall include but is not limited to watering, weeding, cultivating, removal of dead material, resetting plants to proper grades or upright position, lawn mowing, fertilizing, and other necessary operations. The Owner is responsible for providing adequate maintenance during the warranty period. The Contractor shall submit, in writing, maintenance instructions for use by the Owner in caring for the plants.

1.10 Plant Guarantee

- A. All plants, grass, shrubs and trees shall be guaranteed to be alive and healthy one year after the date of final acceptance. The Owner is responsible for notifying Contractor of any plant, including grass, or tree that is dead or not showing satisfactory growth. After not more than a 90-day period following notification, said plant shall be replaced, or conditions contributing to unsatisfactory growth shall be corrected by Contractor. All replacements shall be of the original quality and shall be of a size equal to that attained by adjacent plants or trees of the same species. Replacement plant material shall be guaranteed to be alive and healthy at the beginning of the following growing season. Only one replacement will be required for each dead grass area. The number of replacements for other plant materials is not limited.
- B. The guarantee may become void if it is determined that plant material death or unsatisfactory growth results from Owner negligence. The decision for determination of responsibility for damage shall rest solely with the Owner's Representative.

1.11 Final Approval

The Owner's Representative shall have the final approval for acceptance of the landscaping.

Part 2 Products

2.01 General

- A. **Water:** All water necessary for planting and maintenance shall be of satisfactory quality to sustain the growth of plants and shall not contain harmful, natural or man-made elements detrimental to plants. Water meeting the above standard shall be furnished by the Contractor and all arrangements for securing water and any expenses of transporting to the site and dispersal on the site shall be the responsibility of the Contractor.
- B. **Commercial Fertilizer:** Provide a complete fertilizer, uniform in composition, dry and free flowing, delivered to the site in the original unopened containers, each bearing the manufacturer's statement of analysis, meeting all requirements specified in soils tests.
- C. **Lime:** Shall be agricultural grade hydrated dolomitic lime, pelletized lime, and shall be of such fineness that 90% will pass through a No. 20 sieve and not less than 50% through a No. 50 sieve.
- D. **Soil Test:** Revise fertilizer analysis, quantities of fertilizer and lime as dictated by soil tests made prior to planting.
- E. **Hardwood Mulch:** Shall be aged for a minimum of three years and ground to a fine texture. Mulch shall be fresh, clean, free from sticks, cones, leaves and other debris.
- F. **Pine Straw Mulch:** Shall be fresh, clean, free from sticks, cones, leaves and other

- debris. Pine straw mulch shall be used and maintained as a three-inch top dressing in all plant beds and around all trees planted by the Landscape Contractor. Single trees or shrubs shall be mulched to the outside edge of the saucer. Depth to be minimum three inches at final acceptance.
- G. Topsoil: Where required shall be a natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity. It shall be obtained from naturally well-drained areas, free from substances harmful to plant growth, and free from clay lumps, stones, stumps, roots, or similar substances two inches or more in diameter. The source and material shall be approved by the Owner's Representative before placing on site. Topsoil shall be free from noxious grass and weeds.
- H. Peat Moss: Shall not be used.
- I. Pre and Post emergent Herbicide: Contractor to have a licensed herbicide applicator with a minimum three years experience performing all herbicide applications to lawns, trees and shrubs. Herbicides shall be utilized employing Best Management Practices and only as necessary to control weeds in bed, tree plantings and turf areas, unless applicable codes or ordinances stipulate otherwise. Contractor is responsible to be familiar with all applicable local, state and federal codes, ordinances and regulations. No post or pre-emergent shall be applied to the soil until after all plant installation is complete and before mulching is installed.
- J. Staking Material: Trees: Stakes for guying trees under shall be No. 2 Southern Pine, 2 x 2, 36-inch, pressure treated with waterborne preservative complying with AWPAs standards U1-04 and T1-04, below ground contact standard, with ACQ minimum retention of 0.40 LB/cu ft.
- K. Guying: ArborTie (tm) green or white staking and guying material is to be flat woven polypropylene material, 3/4" wide, 900lb break strength. Arbortie shall be fastened to stakes in a manner which permits tree movement and supports the tree. For manufacturer's instructions see:
- L. Seed: All seed shall be certified stock and appropriately labeled. Contractor shall deliver empty seed bags to Owner's Representative on site.
- M. See Planting Plan and schedule for plants required. Quantities necessary to complete the work shown on the drawings shall be furnished. Although quantity estimates have been carefully made, the Owner's Representative assumes no liability for omissions or errors.
- N. Plants that meet the requirements specified on the Plant List, but which do not possess a normal balance between height and spread will not be accepted. All plants shall be fresh dug, sound, healthy, vigorous, well branched and free of disease and insect egg and larvae and shall have adequate root systems. Trees for planting in rows shall be uniform in size and shape. All materials shall be subject to approval by the Owner's Representative. Where any requirements are omitted from the Plant List, the plants furnished shall be normal for the variety. Plants shall be pruned prior

to delivery only upon the approval of the Owner's Representative.

- O. Container Grown Material: All container grown materials shall be healthy, vigorous, well-rooted and established in the containers in which they are sold. They shall have tops which are of good quality and are in a healthy growing condition.
- P. An established container grown plant shall be transplanted into a container and grown in that container sufficiently long for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container.
- Q. The container shall be sufficiently rigid to hold the ball shape protecting the root mass during shipping.
- R. Container stock shall be delivered to the site in first class condition. Plants shall have stakes in containers where required to support the plants. Plants furnished in containers shall not be handled by the stems, but only by the containers. Plants root bound in containers shall not be accepted.

2.02

Quality of Plants

- A. Plants shall in all cases conform with requirements of the following:
 - 1. Trees and shrubs must comply with the standards found in the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1), published by the American Nursery and Landscape Association (The Standard). If you need to purchase a copy of the Standard, contact ANLA Publications in Washington, DC at 202-789-5980, extension 3019.
 - 2. Georgia State Plant Board Codes and Standards.
 - 3. Georgia Nurseryman and Grower's Association Approved Planting Practices.
 - 4. Bailey, Hortus III
- B. Unless specifically noted otherwise, all plants shall be of selected specimen quality, exceptionally heavy, symmetrical, tightly knit, so trained or favored in their development and appearance as to be superior in form, number of branches, compactness and symmetry. All plants shall have a normal growth habit, be free of disease, show vigorous health and have a well developed root system.
- C. Plants shall be free of disease, insect pests, eggs or larvae.
- D. Plants shall not be pruned before delivery.
- E. Trees with abrasion of the bark, sunscalds, disfiguring knots or fresh cuts of limbs over one and one-fourth inches which have not completely callused shall be rejected.

- F. All plants shall be typical of their species or variety and shall have a normal habit of growth and be legibly tagged with the proper name. All plants shall have been grown under climatic conditions similar to those in the locality of the site of the project under construction or have been acclimated to such condition for at least two years.
- G. The root system of each shall be well provided with fibrous roots. All parts shall be sound, healthy, vigorous, well-branched and densely foliated when in leaf.
- H. Container stock shall be delivered to the site in first class condition. Plants shall have stakes in containers where required to support the plants. Plants furnished in containers shall not be handled by the stem, but only by the containers. Plants that are root bound by their containers shall not be accepted.
- I. Balled and burlapped plants (BB) shall be dug with firm, natural balls of soil and of sufficient size to encompass the fibrous and feeding roots of the plants. No plants moved with a ball shall be planted if the ball is cracked or broken, except upon special approval. Plants balled and burlapped shall be handled by the stems.
- J. Plants marked "BR" in the Plant List shall be dug with bare roots. The roots shall not be cut within the minimum spread specified in the Plant List. Care shall be exercised that the roots do not dry out in moving.

Part 3 Execution

3.01 General

- A. Planting operations shall be conducted under favorable weather conditions during the period from October 1 to March 15. Planting shall not be permitted outside this window.
- B. Planting of grass shall be accomplished during recommended season dependent on specified grass and planting method.
- C. Protect roots or balls of plants at all times from sun and drying winds, water and freezing, as necessary until planting.

3.02 Protection

- A. Before commencing work, all trees and shrubs which are to be saved must be protected from damage by the placement of fencing flagged for visibility or some other suitable protective procedure approved by the Owner. No work may begin until this requirement is fulfilled.
- B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree overspreads a paved way.

- C. The contractor shall use any and all precautionary measures when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.
- D. The Contractor shall adjust depth of earthwork and loaming when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.
- E. Plants transported to the project in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicle to prevent injury to the plants. Closed vehicles shall be adequately ventilated to prevent overheating of the plants. Evidence of inadequate protection following digging, carelessness while in transit, or improper handling or storage shall be cause for rejection. All plants shall be kept moist, fresh, and protected. Such protection shall encompass the entire period during which the plants are in transit, being handled, or are in temporary storage.

3.03

Planting Procedure

- A. **Cleaning Up Before Commencing Work:** The Contractor shall clean up work and surrounding areas of all rubbish or objectionable matter. All mortar, cement and toxic material shall be removed from the surface of all plant beds. They must not be stirred with the soil. Extensive clean up work will not be required under this contract. Should the Contractor find such conditions beneath the soil which shall in any way adversely affect the plant growth, he shall immediately call it to the attention of the Owner's Representative. Failure to do so before planting shall render the Landscape Contractor liable for subsequent problems arising from unacceptable subsoil conditions. Use approved herbicide to eliminate temporary plant material as directed.
- B. **Moving Plants:** When trees and smaller plants are moved, the root ball should always be supported. Trees and shrubs should never be handled by the trunk.
- C. **Stake Out:** Stake tree or plant locations and secure approval of them from the Owner's Representative before digging pits, and make adjustments as directed. Locate no tree closer than two feet from pavement or structures.
- D. **Planting Pit Size:** For ball up to two feet in diameter shall be twice the diameter of the ball. Diameter of hole for ball two feet and greater shall be two feet larger in diameter than diameter of ball. Excavate pits with vertical sides.
- E. **Planting Soil Mixture:** For trees shall consist of 1/3 topsoil and 2/3 thoroughly pulverized existing soil mixed with fertilizer and lime if specified in soil test results.
- F. **Large Plastic Containers:** After approval of plant location and orientation by Owner or Owner's representative, cut off bottom of containers over 5 gallons, place plant and containers in planting hole, cut the container on two sides, removing the remaining part of the container. Examine roots to insure that roots have not begun to

13-30

circle the container. If roots have begun to circle the plant, Contractor may realign the roots in the hole. If root circling is too severe, plant must be rejected and returned to supplier.

- G. Wire Baskets: After placing in planting hole and obtaining approval of plant location and orientation by Owner or Owner's representative, remove all twine and rope used to secure wire basket and burlap. Push the wire to the bottom of the root ball. Fill planting pit to two thirds depth with approved planting soil then slit and remove all burlap from the top of the ball at least 1/3 of the way down sides or further as possible. Backfill and cover top of ball with mulch.
- H. Trees and Shrubs: Trees shall be set straight and at such level that after settlement the plant crown shall be a minimum of 2 inches above grade. Trees with a ball size of 24" or larger shall be set 4" above grade to allow for settlement. Shrubs shall stand 1 inch – 2 inches above grade mounded. Each plant shall be set in the center of the pit. Backfill mixture shall be thoroughly tamped around the ball and shall be settled by water after tamping. A water holding saucer shall be formed with extra soil. Do not handle the tree by the trunk or use the trunk to straighten or adjust the location. (See Details)
- I. Fill: Fill hole with soil mixture and fertilizer as required. Pack lightly with feet. Add more soil. Do not cover top of ball with soil, only with mulch. Make sure no burlap is exposed since exposed burlap acts as a wick causing excessive loss of water.
- J. Water Basin: Build basin around all plants or trees which stand alone and are not in larger mulched beds. A water holding earth dam shall be built on the outside of the hole to form a basin to hold water; it shall be 4 – 6-inches high of soil firm enough to remain in place. If necessary, bring in soil. See Detail.
- K. Pruning: Each tree shall be pruned to preserve the natural character of the plant as directed by the Owner's Representative. All soft wood or sucker growth and all broken or badly damaged branches shall be removed with a clean cut.
- L. Guying or Staking: Shall be done immediately after planting. Trees shall stand plumb after staking or guying in accordance with the drawings.

3.04 Finish Grading

Prior to applying mulch, plant beds shall be stirred 3-inches deep to loosen soil mixture. Fine grade areas until all bumps and depressions are removed and until the grade conforms to requirements of the grading plan. Eliminate any water pockets and verify surfaces drain away from all buildings. The minimum surface slope of plant beds shall be four percent. Minimum surface slope in lawn areas shall be two percent.

3.05 Mulching

On completion of planting, all trees, shrubs and ground cover areas shall be mulched with 3-inch layer of pine straw. All annual beds shall be covered with 2-inch layer of pine bark mini-

14-30

nuggets.

3.06

Turf

- A. General: Includes soil preparation, applying fertilizer, planting and maintenance as required to produce an acceptable stand of grass on areas shown on planting plan.
- Any damage to planting soil by erosion, construction equipment, construction operations, or other damage shall be repaired prior to application of fertilizer. Finished surface shall be smooth and even.
- B. Soil Preparation: After the area to be grassed has been brought to finished grade, prepare the soil by thoroughly loosening the area by plowing, discing, harrowing, or scarifying until these areas are friable, well pulverized and acceptable to the Owner's Representative. Any irregularities in the surface resulting from the above operation or from other operations by the Contractor shall be smoothed out before any subsequent operations are begun. All roots and stones larger than 1-1/2-inch in any dimension, stumps and other foreign material detrimental to final grading, proper bonding, the rise of capillary moisture, or the proper growth of the desired plantings shall be removed.
- The completed surface shall conform to the finished grades or subgrades shown and shall have a smooth pulverized surface at the time of planting. Any irregularities shall be corrected before the lime and fertilizer are placed.
 - Spread lime and fertilizer over the prepared surface before turning. Fertilizer and lime shall be sufficient to correct irregularities in the soil based on soil tests for the specified turf. Turn the soil one last time the day before planting or placing sod.
- C. Sodding:
- Sod is to be installed from sod rolls: min. width is to be 42-inches and minimum length is to be 30 feet. Owner's Representative will reject any sod segments less than 30 feet in length.
 - Prepare planting bed as described for seeded areas except that fine graded soil shall be 1 inch below finished grade established by the grading plan.
 - Stored sod of the species required in the Schedule shall be kept moist prior to laying. Wet all areas prior to sodding.
 - Unroll the sod on the prepared soil. Lay the strips parallel with the strip ends staggered as in bricklayers' running bond pattern. Press each successively laid strip snugly up against the one next to it. Fill cracks, holes, joints with clean, loose sand, free of all grass and plant seeds. Owner's Representative to be the sole judge of acceptance.
 - Watering, fertilizing and rolling shall be done by the Contractor as described under "Maintenance of Sodded Areas" below.

15-30

Opt-Out: *

- D. Maintenance of Sodded Areas: The contractor shall be responsible for maintaining sodded areas by properly watering, weeding and mowing the grass until an acceptable stand has been produced, and been accepted by the owner and a minimum of 30 days thereafter.
1. A stand shall be considered acceptable when 95% of the total sodded area has been covered with grass and no bare areas greater than one square foot exist. All cracks, joints, dips, pits and other irregularities in the surface must have been corrected by top dressing with sand.
 2. The Contractor shall be responsible for resodding all bare areas greater than one square foot with the specified mixture and for repairing and resodding wash-outs and eroded areas to the original finished grade.
 3. Sodded areas shall be mowed when the grass attains a height of 2 inches and as required thereafter until the acceptance of the stand. Reel type mowers, kept well sharpened, shall be used. Turf shall not be accepted until all sod has knitted together and tacked to the soil.
 4. All lawn areas shall be given a top dressing of fertilizer to provide 100 pounds available nitrogen per acre when the grass has attained a satisfactory growth and the first mowing has been performed. Nitrogen shall be derived from Ammonium Nitrate or Nitrate of Soda.
 5. Contractor shall be responsible to administer a final top dressing of the turf to fix all dips, pits, cracks, etc., for up to 6 months after final acceptance.

E. Seeding

1. Area: All exterior ground within the limit of contract, except surfaces occupied by buildings, structures, paving, and except areas indicated to be undisturbed or mulched, shall be seeded or planted as shown on Drawings.
 - a. Furnish topsoil.
 - b. Finish grading.
 - c. Prepare seed bed.
 - d. Seed and maintain areas as indicated on the Drawings.
2. Seed bed preparation: grade areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth, uniform grade as indicated on grading plans. All lawn areas shall slope to drain. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basin, elevational steps or building) and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the owner's representative, before grass seed is sown. Loosen

soil to a depth of six inches in lawn areas by approved method in the specifications and grade to remove ridges and depressions. Remove stones or foreign matter over two inches in diameter from the top two inches of soil. Float lawn areas to approximately finish grades.

3. Seed beds should be permitted to settle or should be firmed by rolling before seeds are broadcast.
4. Seeding should not be performed in windy weather.
5. Seeding shall be done in two directions at right angles to each other.
6. Lawn areas shall be seeded by sowing evenly with an approved mechanical seeder at the rate of a minimum of three pounds per 1,000 square feet. Culti-packer or approved similar equipment may be used to cover the seed and to form the seed bed in one operation. In areas inaccessible to culti-packer, the seeded ground shall be lightly raked with flexible rakes and rolled with a water ballast roller. After rolling, seeded areas are to be lightly mulched with wheat straw.
7. If the project completion date prohibits in-season planting, the contractor shall prepare for out-of-season seeding or sodding so that all lawns shall be completed and ready for acceptance at time of project completion, without additional cost to the owner. Lawn maintenance shall be the same as for other planting.
8. Lawns shall be maintained by the contractor for at least 30 days after sodding and 60 days after seeding, or as long as is necessary to establish a uniform stand of the specified grasses, or until substantial completion of the project or until acceptance of lawns, whichever is later.
9. In the event that lawn operations are completed too late in the fall for adequate germination and/or growth, maintenance shall continue into the following growing season or until a uniform stand of the specified grasses has been established.
10. Water seeded areas twice the first week to a minimum depth of six inches with a fine spray and once per week thereafter as necessary to supplement natural rain to the equivalent of one inch or to a six inch depth.
11. The surface layer of soil for seeded areas must be kept moist during the germination period. After first cutting, water as specified above.
12. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule established by the irrigation system installer to fit conditions.
13. After grass growth has started all areas or parts of areas which fail to show a uniform stand of grass for any reason whatsoever shall be reseeded in accordance with the plans and as specified herein. Such areas and parts of areas shall be reseeded repeatedly until all areas are covered with a

satisfactory growth of grass at no additional cost to the owner.

14. Watering shall be done in such a manner and as frequently as is deemed necessary by the Contractor to assure continued growth of healthy grass. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface due to the watering equipment.
15. Water for the execution and maintenance of this work shall be provided by the owner at no expense to the contractor. The contractor shall, however, furnish his own portable tanks, pumps, hose, pipe, connections, nozzles, and any other equipment required to transport the water from the available outlets and apply it to the seeded areas in an approved manner.
16. Mowing of the seeded areas shall be initiated when the grass has attained a height of one and one-half to two inches. Grass height shall be maintained between one and one-half inches at subsequent cuttings depending on the time of year. Not more than one third of the grass leaf shall be removed at any cutting and cutting shall not occur more often than ten days apart.
17. When the amount of invading grass is heavy, it shall be removed to prevent destruction of the underlying turf. If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed or, in the case of rank growths, shall be uprooted, raked and removed from the area by methods approved by the Owner's Representative.
18. Protect seeded areas against trespassing while the grass is germinating. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. Damage resulting from trespass, erosion, washout, settlement or other causes shall be repaired by the contractor at his expense.

3.07

Cleaning

- A. Perform cleaning during installation of the work and upon completion of the work, remove from site all excess materials, debris and equipment. Repair damage resulting from landscape operations.
- B. After all work has been completed and all soil settled and final finished grading completed, clean-up and adjustments shall be made to insure proper depth of topsoil, proper drainage, proper grades adjacent to walks and curbs, proper slope of plant beds, etc. Remove any soil, mulch or plant materials from walks and paving, leaving the areas broom clean.

18-30

Materials to be provided

Description	Qty	Unit
EROSION CONTROL		
Type "c" reinforced silt fence	148	LF
Jute mesh	675	SF
Vegetated crib wall	1	EA
Log check dam	3	EA
Grading	1	LS
Wooden Guardrail	96	LF
LANDSCAPING		
Topsoil	111	CY
River Birch 2.5" – caliper	6	EA
American Holly – 6'-8'	8	EA
Witchhazel – 7 gal	6	EA
Leucothoe – 5 gal	47	EA
Virginia Sweetspire – 5 gal	27	EA
Mountain Laurel – 7 gal	19	EA
River Oats seed	4	OZ
Aged hardwood bark mulch	33	CY

19-30

Opt-Out: *

LANDSCAPE ARCHITECT/ECONOMISTS
VERA HARRIS & GARDNER
8501 GOVERNORS LAKE PARKWAY
BIRMINGHAM, AL 35217

PHONE: (205) 452-8888
FAX: (205) 452-8888
EMAIL: vera@vga.com
CONTACT: Andrew Green, Landscape Architect

OWNER
FULTON COUNTY

PHONE:

FAX:

CONTACT:

24 HOUR CONTACT:

BALL MILL LANDSCAPE STREAMBANK REMEDIATION

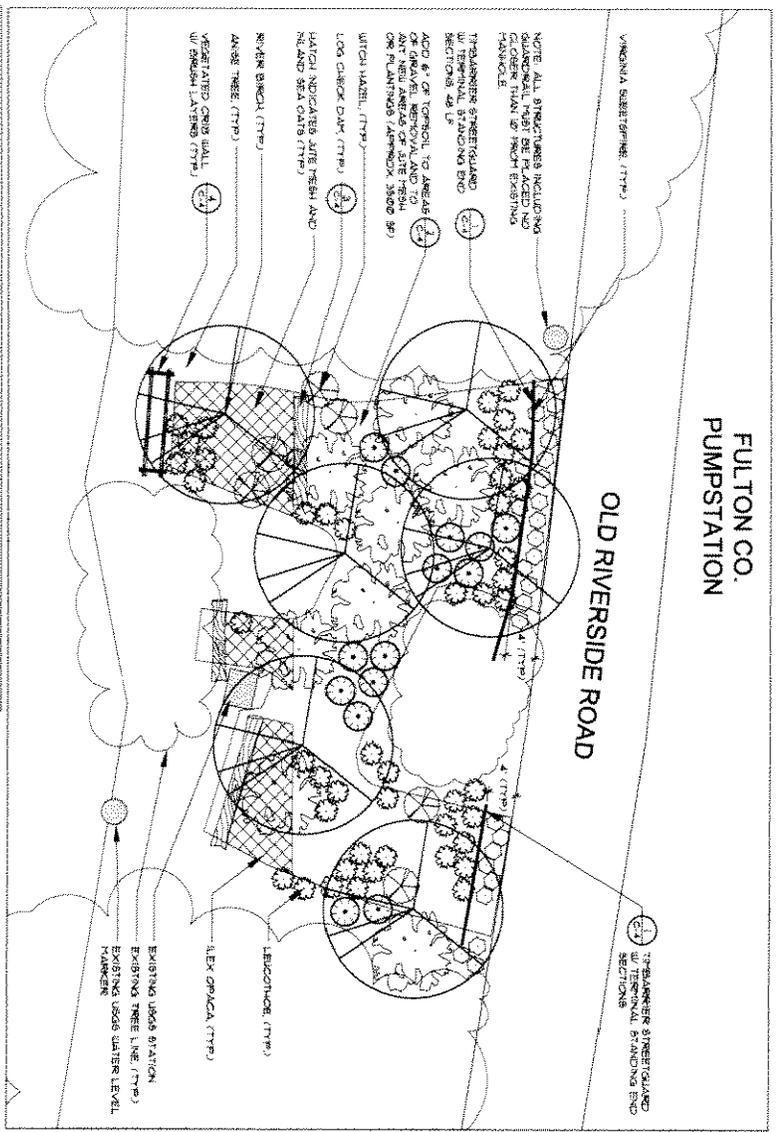
FULTON COUNTY PUBLIC WORKS DEPARTMENT



SHEET INDEX

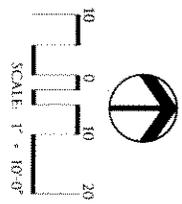
- C-0 COVER SHEET
- C-1 DETAIL SECTION PLAN
- C-2 PLANTING PLAN
- C-3 PLANTING DETAILS
- C-4 GENERAL NOTES

THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE



PLANT LIST

SYM	BOTANICAL NAME	CONTAINER	SIZE	CALC. CAL.	ROOT TYPE	REMARKS
1	AVARIS TREE	WITCH HAZEL	6"	7-15' CAL.	SHO	
2	VEGETATED CURB WALL	AMERICAN HELLY	9"	6-8' H'	9-8"	MINUTE VERSION
3	LOG CHECK DAM	SPRINGBUSH	14"	5' CAL.	CONTAINER	
4	WATER TOWER	VARIOUS SPECIES	21"	5' CAL.	CONTAINER	
5	WATER TOWER	COOPERBELL	41"	5' CAL.	CONTAINER	
6	WATER TOWER	BLACK BELLON	308 PLANS	1.5' DIA 2.5' DIA 3.5' DIA	SHO	AREA TO BE COVERED STAYS TO BE COMPLETED AT THE INSTALLATION IN VERIFIED CONDITION.



FULTON CO. PUMPSTATION

OLD RIVERSIDE ROAD



FULTON COUNTY PUBLIC WORKS DEPARTMENT

NOT RELEASED FOR CONSTRUCTION

DATE: APR. 15	SCALE: 1" = 10'-0"	DATE: MAY 10/07	SCALE: 1" = 10'-0"	DATE: MAY 10/07	SCALE: 1" = 10'-0"
STREMBANK RELOCATION	PLANTING PLAN	DATE: MAY 10/07	SCALE: 1" = 10'-0"	DATE: MAY 10/07	SCALE: 1" = 10'-0"

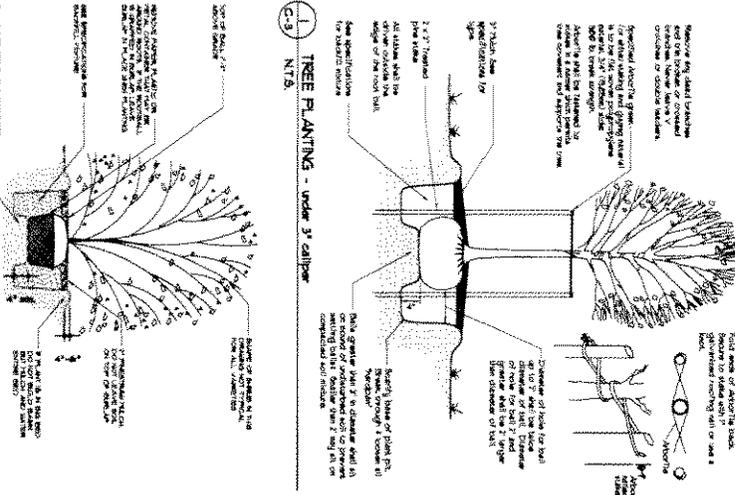
- NOTES:**
1. Client Representative to review and approve plant layout and layout of any structures in field before installation.
 2. Mutch all areas of planting with 3" aged hardwood mulch. Submit samples to client representative for approval. Cypress mulch or dyed mulches are not permitted.
 3. Site Prep Installation
 - a) Prepare the soil, removing stumps and large dirt clumps. Grading to be completed the area.
 - b) Seed area with hard seed mix and mulch to be covered.
 - c) Site mesh should be staked by walking down the slope or in the direction of water flow in a ditch that to not stretch the mesh, allowing it to fully contact the soil.
 - d) Secure the Mesh with stakes 18" x 24" apart throughout the matting approximately 200 staples per 100 square yards. As a station ground be area flush to the ground.
 - e) The beginning and end of roll should be secured by anchoring the matting into 5' slots.
 4. Live stakes available through the following sources:
 - a) Ennet Seed
9006 Kertler Pike
Meadville, Pennsylvania 16335
800-873-3321
 5. Add 10" of topsoil in 3 1/2" lifts. Till each lift into soil below.

THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

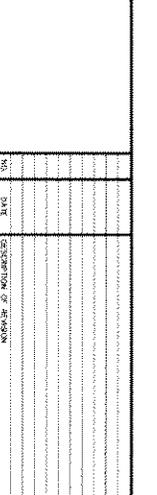
NOTES

- 1) See type of root ball a minimum of 2" above maximum root grade.
- 2) All trees shall be inspected for root ball condition and preservation of tree is approved by Owner or Owner Representative.
- 3) All trees shall be inspected for root ball condition and preservation of tree is approved by Owner or Owner Representative.
- 4) If the tree is to be planted in a container, the container shall be inspected by the Owner.

3-1 TREE PLANTING - under 3" caliper



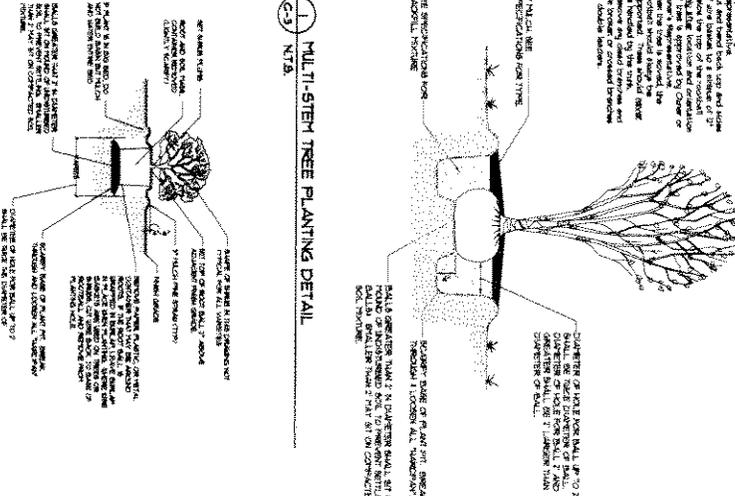
3-2 BAB SHRUB PLANTING DETAIL



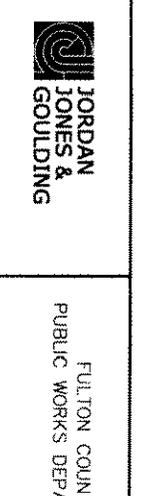
NOTES

- 1) See type of root ball a minimum of 2" above maximum root grade.
- 2) All trees shall be inspected for root ball condition and preservation of tree is approved by Owner or Owner Representative.
- 3) All trees shall be inspected for root ball condition and preservation of tree is approved by Owner or Owner Representative.
- 4) If the tree is to be planted in a container, the container shall be inspected by the Owner.

3-1 MULTI-STEM TREE PLANTING DETAIL



3-2 CONTAINER SHRUB PLANTING



JORDAN JONES & GOULDING

FULTON COUNTY
PUBLIC WORKS DEPARTMENT

NOT RELEASED FOR CONSTRUCTION

ISSUED BY	CREATED	DATE	NO.
REVISION NO.	DATE	BY	NO.
PLANTING DETAILS		DATE	NO.
SHEAR/BANK REPAIR/ATION		DATE	NO.
BALL MILL US		DATE	NO.

PLANTING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO DRAWINGS. PLANT LIST IS PROVIDED FOR CONTRACTORS CONSIDERATION ONLY.
2. UNLESS OTHERWISE SPECIFIED, ALL PLANTS SHALL BE GUARANTEED TO BE HEALTHY AND VIGOROUS. ALL PLANTS SHALL BE SPECIALLY SELECTED AND APPROVED BY THE OWNER. PLANTS SHALL BE BROWN AND WOODWORK SHALL BE PROTECTED AND COVERED TO PREVENT DAMAGE TO PLANTS.
3. ALL PLANTS SHALL BE SPECIALLY SELECTED AND APPROVED BY THE OWNER. PLANTS SHALL BE BROWN AND WOODWORK SHALL BE PROTECTED AND COVERED TO PREVENT DAMAGE TO PLANTS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.
5. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DRAWINGS AND THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.
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19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND ACCEPTABILITY OF MATERIALS AND INSTALLATION.

Opt-Out: *

4. PRICING SHEETS

TOTAL PRICE TO PERFORM THIS JOB: \$ _____

In addition to providing the total project cost bid, bidders are required to provide individual pricing for the following items.

DESCRIPTION	UNIT	QTY	UNIT PRICE
Type "c" reinforced silt fence	LF	148	\$
Jute mesh	SF	675	\$
Vegetated crib wall	EA	1	\$
Log check dam	EA	3	\$
Grading	LS	1	\$
Wooden Guardrail	LF	96	\$
Topsoil	CY	111	\$
River Birch 2.5" – caliper	EA	6	\$
American Holly – 6'-8'	EA	8	\$
Witchhazel – 7 gal	EA	6	\$
Leucothoe – 5 gal	EA	47	\$
Virginia Sweetspire – 5 gal	EA	27	\$
Mountain Laurel – 7 gal	EA	19	\$
River Oats seed	OZ	4	\$
Aged hardwood bark mulch	CY	33	\$

5. SPECIAL CONDITIONS/INSTRUCTIONS

NOT APPLICABLE

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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. 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 Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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.

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 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
(Aggregate)	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 -	\$1,000,000
Personal and Advertising Injury	Limits -	\$1,000,000
Fire Damage	Limits -	\$ 100,000

27.37

Opt-Out: *

- 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).
- 4. **ELECTRONIC DATA PROCESSING LIABILITY**
 (Required if computer contractor) Limits - \$1,000,000
- 5. **UMBRELLA LIABILITY**
 (In excess of above noted coverage's) Each Occurrence - \$2,000,000
- 6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
 (Required if respondent providing bid/quotation for professional services).
- 7. **FIDELITY BOND**
 (Employee Dishonesty) Each Occurrence - \$ 100,000

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will 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.

Such certificates and notices shall be sent to:

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

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor 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.

PROTECTION OF PROPERTY

Contractor 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 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 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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to

negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, 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: _____

30-30

Opt-Out: *