



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000 - 2009 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

11DW77359C

WILL BE RECEIVED UNTIL

2:00 PM

MARCH 4, 2011

DESCRIPTION: LANDSCAPING SERVICES

DEPARTMENT: PUBLIC WORKS DEPARTMENT

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.

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:
DIANN WASHINGTON

E-Mail Address :
diann.washington@fultoncountyga.gov

Telephone Number:
404-612-1100

All information requested on this sheet must 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 SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

***Signature of the person submitting QUOTE:**

*Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, 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.

**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 submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

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 must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **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.
5. **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.
6. **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.
7. **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.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
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 & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance 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.

REQUEST FOR QUOTE SPECIFICATIONS**Quote Number: 11DW77359C****Opening Date: MARCH 4, 2011****LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Landscaping Services for the Public Works Department on an as needed basis for a twelve (12) month period beginning on the quote awarded date.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer at (404) 612-1100 or by e-mail diann.wathington@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.fultonvendorservice.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**Scope of Work:**

- Vendors are required to provide landscaping service based on the replacement of the listed items for the Department of Public Works North and South Waters Services Divisions.
- The successful vendor will repair landscape after Public Works has completed sewer and water main repairs.
- Public Works will backfill and put wheat straw down for erosion until it is landscaped. There should be no tractor work but tilling may be required.

- Location of work managers:

Fulton County, Department of Public Works
 South Fulton Maintenance Operation Center
 7472 Cochran Road
 College Park, Georgia 30349
 Contact Person: Andrea Searles 404-612-0182

Fulton County, Department of Public Works
 Big Creek, Reclamation Plant
 1030 Marietta Highway
 Roswell, Georgia 30075
 Contact Person: Glenn Smith 770-612-3061

Fulton County Water Services
 11575A Maxwell Road
 Alpharetta, Ga. 30009
 Contact Person: Thomas Czeczil 770-410-3421

- The preponderance of work is anticipated to be replacement of grass sod where water and/ or sewer maintenance has occurred disturbing established lawns.
- Typical sod replacement areas will range from 200 to 300 square feet. Similarly, shrubs and trees may require replacement.
- Pricing will be on a unit price basis with payment based on the total units performed.
- The work location may be anywhere in the service area of Fulton County's water and sewer service which nominally is all area in the County North of the City of Atlanta and all area south of the City of Atlanta and not in those incorporated areas (cities) that provide sewer service.
- Contractor may be required to perform in any of the areas served by Fulton County as determined in the best interest of the County.

A. Replacement of Sod

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

1. Sod

Sod shall consist of a live, dense, well-rooted growth of turf grass species equal to existing. The sod shall be free from Johnson grass, nut grass and other obnoxious grasses and shall be of suitable character for the purpose intended and for the soil in which it is to be planted. It shall be un-injured at

the time of planting.

Sod shall be uniform in thickness, having not over 2-inches or less than 1-inch of soil.

Sod strips shall have a consistent width of 12 or 18-inches.

2. Fertilizer

Fertilizer (10-10-10) used in connection with sodding, shall contain 10 percent nitrogen, 10 percent phosphoric acid and 10 percent potash.

The fertilizer shall be furnished in standard containers with the name, weight and guaranteed analysis of the contents clearly marked.

The containers shall ensure proper protection in handling and transporting the fertilizer.

All commercial fertilizer shall comply with local, state and federal fertilizer laws.

Ammonium nitrate shall be a standard commercial product, shall conform to the requirements for other commercial fertilizers as specified above, and shall have a minimum of 32-1/2 percent nitrogen.

3. Lime

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

4. Weather Limitations

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

5. Placement

The area to be sodded shall be constructed as directed by the Contract Manager, and the surface loosened to a depth of not less than 3-inches with a rake or other device. If necessary, it shall be sprinkled until saturated at least 1-inch in depth and kept moist until the sod is placed thereon.

Immediately before placing the sod, the fertilizer shall be uniformly applied at the rate of 12 pounds of Grade 10-10-10, or equivalent, per 1,000 square feet. Agricultural limestone shall be applied at the rate of 50 pounds per 1,000 square feet. The entire area shall be thoroughly covered with sod.

The sod shall be placed on the prepared surface with the edges in close contact and, as far as possible, with staggered joints. The sod shall be maintained moist from time of removal until reset but shall be placed as soon as practicable after removal from place where growing. Immediately after placing it shall be rolled with a light-weight roller or hand tamped to

the satisfaction of the Contract Manager.

Sod on slopes steeper than 3 to 1 shall be held in place by wooden pins about 1-inch square and 6-inches long, driven through the sod into the soil until they are flush with the top of the sod.

6. Watering and Maintenance

The sod shall be watered for a period of two weeks after which ammonium nitrate shall be applied at the rate of three pounds per 1,000 square feet and the sod given a final watering.

The Contractor shall not allow any equipment or material to be placed on any planted area and shall erect suitable barricades and guards to prevent Contractor's equipment, labor or the public from traveling on or over any area planted with sod.

It shall be the obligation of the Contractor to secure a satisfactory growth of grass before final acceptance of the Project.

B. Grassing

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

1. Quality Assurance

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

2. Topsoil Placement

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

3. Seedbed Preparation

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

4. Fertilization and Liming

Following seedbed preparation, fertilizer shall be applied to all areas to be seeded so as to achieve the application rates shown on Table 1. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for a depth of 1-inch. Fertilizer need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used. Agricultural limestone shall be thoroughly mixed into the soil. The specified rate of application of limestone may be reduced if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the Contract Manager for adjustment in rates. It is the responsibility of the Contractor to make one application of a maintenance fertilizer according to the recommendations listed in Table 1. Fertilizer and liming materials shall comply with applicable state, local and federal laws concerned with their production and use. Commercial fertilizer shall be a ready mixed material equivalent to the grade or grades specified in Table 1. Container bags shall have the name and address of the manufacturer, the brand name, net weight and chemical composition. Agricultural limestone shall be a pulverized dolomitic limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

5. Seeding

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

6. Mulching

All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding.

The mulch shall be applied evenly so as to permit sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion and conserve soil moisture.

Approximately 45 percent of the ground shall be visible through the mulch

blanket. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:

- a. Wood Cellulose Fiber: 1,400 pounds/acre.
- b. Straw: 4,000 pounds/acre.
- c. Stalks: 4,000 pounds/acre.
- d. These rates may be adjusted at the discretion of the Contract Manager at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

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

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

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

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

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

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

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

7. Watering and Maintenance

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

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

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

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

Upon completion of seeding operations, the Contractor shall clear the area of

all equipment, debris and excess material and the premises shall be left in a neat and orderly condition.

The Contractor shall maintain all seeded areas without additional payment until final acceptance of the work by the Owner, and any re-grading, re-fertilizing, re-liming, reseeding or re-mulching shall be done at Contractor's own expense.

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

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

TABLE 1
SEEDING REQUIREMENTS

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

C. Replacement of Trees and Shrubs

Trees and shrubs have been combined into groups of approximately the same value for pricing and bidding. Trees are presented by their Botanical Name, followed by their Common Name followed by their size in parentheses (). Size in feet (') represents the height of the tree and size in inches (") represents the caliper of the tree. Shrub groupings represent shrubs of approximately the same value for pricing

and bidding. Shrubs are presented by their Botanical Name, followed by their Common Name followed by the pot size in parentheses (). The following define the specific species to be included in a group. Any species from the group listing shall be provided at the unit price bid for that group.

1. Tree Group 1

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

2. Tree Group 2

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

3. Tree Group 3

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

4. Tree Group 4

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

5. Tree Group 5

- **Chinese Elm** (*Ulmus Parviflora*) -- 3" - 3-1/2" caliper, **Katsura Tree** (*Cercidiphyllum Japonicum*) -- 3" - 3-1/2" caliper, **Red Maple** (*Acer Rubrum*) -- 3" - 3-1/2" caliper, **Southern Magnolia** (*Magnolia Grandiflora*) -- 12' - 14' in height, **Staghorn or Smooth Sumac** (*Rhus Typhina* or *Glabra*) -- 10' - 15' in height, **Thornless Honey Locust** (*Gleditsia Triacanthos 'Inermis'*) -- 3" - 3-1/2" caliper, **Tulip Poplar** (*Liriodendron Tulipifera*) -- 3" - 3-1/2" caliper, **Yarwood Sycamore** (*Platanus Acerifolia "Yarwood"*) -- 3" - 3-1/2" caliper, **Zelcova Elm** (*Zelcova Serrata*) -- 3" - 3-1/2" caliper
- 6. Tree Group 6**
- **Allee Elm** (*Ulmus Parvifolia "Emerll"*) -- 3" - 3-1/2" caliper, **Bur Oak** (*Quercus Macrocarpa*) -- 4" caliper, **Chestnut Oak** (*Quercus Prinus*) -- 4" caliper, **Chinese Pistachio** (*Pistacia Chinensis*) -- 4" - 5" caliper, **Columnar Red Maple** (*Acer Rubrum "Armstrong"*) -- 3" - 3-1/2" caliper, **Green Ash** (*Fraxinus Pennsylvatica*) -- 3" - 3-1/2" caliper, **Northern Red Oak** (*Quercus Rubra*) -- 4" - 4-1/2" caliper, **Upright European Hornbeam** (*Carpinus Betulus Fastigata*) -- 3" - 3-1/2" caliper
- 7. Tree Group 7**
- **Deodar Cedar** (*Cedrus Deodara*) -- 12' - 14' in height, **Japanese Zelkova** (*Zelcova Serrata*) -- 4" caliper
- 8. Tree Group 8**
- **American Beech** (*Fagus Grandiflora*) -- 4" caliper, **American Elm** (*Ulmus Americana "Princeton"*) -- 4" - 4-1/2" caliper, **Raywood Ash** (*Fraxinus Oxicarpa "Raywood"*) -- 4" - 5" caliper, **Skyline Honey Locust** (*Gleditsia Triacanthos 'Inermis' "Skyline"*) -- 4" - 5" caliper
- 9. Shrub Group 9**
- **Beautyberry** -- (*Callicarpa Americana*) -- 3 gallon, **Bridalwreath Spirea** -- (*Spiraea prunifolia "Plena"*) -- 3 gallon, **Burford Holly** -- (*Ilex cornuta "Burfordii"*) -- 3 gallon, **Chinese Fringe-flower** -- (*Loropetalum Chinese*) -- 3 gallon, **Chinese Holly** -- (*Ilex cornuta*) -- 3 gallon, **Cleyera** -- (*Cleyera japonica*) -- 3 gallon, **Forsythia** -- (*Forsythia x intermedia*) -- 3 gallon, **Fragrant Tea Olive** -- (*Osmanthus fragrans*) -- 3 gallon, **Leatherleaf Viburnum** -- (*Viburnum rhytidophyllum*) -- 3 gallon, **Ligustrum** -- (*Ligustrum japonica*) -- 3 gallon, **Loropetalum** -- (*Loropetalum chinese*) -- 3 gallon, **Lusterleaf Holly** -- (*Ilex latifolia*) -- 3 gallon, **Nellie R. Stevens Holly** -- (*Ilex x "Nellie R. Stevens"*) -- 3 gallon, **"Sea Green" Juniper** -- (*Juniperus Species*) -- 3 gallon, **Thorny Elaeagnus** -- (*Elaeagnus pungens*) -- 3 gallon, **Yaupon Holly** -- (*Ilex vomitoria*) -- 3 gallon,
- 10. Shrub Group 10**
- **Burning Bush** -- (*Euonymus alatus*) -- 3 gallon, **Butterfly Bush** -- (*Buddlein davidii*) -- 3 gallon, **Chaste-Tree** -- (*Vitex Agnus - Castus*) -- 3 gallon, **Chinese Snowball** -- (*Virburnum macrocephalum "Sterile"*) -- 3 gallon, **Cluster Mahonia** -- (*Mahonia Pinnata*) -- 3 gallon, **Florida Anise** -- (*Illicium floridanum*) -- 3 gallon, **Florida Native Azalea** -- (*Rhododendron austrinum*) -- 3 gallon, **Holly Opsmanthus** -- (*Osmanthus Heterophyllum*) -- 3 gallon, **Japanese Camellia** -- (*Camellia japonica*) -- 3 gallon, **Japanese Kerria** -- (*Kerria Japonica*) -- 3

gallon, **"Knock -out"** Rose -- (*Rosa Wichuraiana*) -- 3 gallon, **Lowdense Pyracantha** -- (*Pyracantha Koidzumii*) -- 3 gallon, **Oakleaf Hydrangea** -- (*Hydrangea quercifolia*) -- 3 gallon, **Oconee Native Azalea** -- (*Rhododendron canescens*) -- 3 gallon, **Piedmont Native Azalea** -- (*Rhododendron canescens*) -- 3 gallon, **Sweetshrub** -- (*Calycanthus floridus*) -- 3 gallon, **Wintergreen Barberry** -- (*Berberis Juliana*) -- 3 gallon,

11. Shrub Group 11

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

13. REQUIRED PROCEDURES:

- The quoter shall adhere to the duties and responsibilities listed below:
- Services shall include the selection, planting of trees, shrubs and turf (seed or sod) when required, within the areas identified in the programs for all requested landscape jobs.
- Services shall include shipping, handling, labor, planting and other associated expenses and/or activities associated with the selection, planting of trees, shrubs and turf (seed or sod) when required; including but not limited to grading, soil enhancements, rock removal, as example of other required services associated with planting activities.
- quoters may be required to submit, for approval, a landscape plan indicating the areas including the locations within the identified area prior to the commencement of planting.

a. Standards for Selecting Quality Tree Stock

- Trees selected for planting must be free from injury, pests, disease, nutritional disorders.
- Trees selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability.

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

- Foliage should have a green or dark green color. Vigorous trees will have large leaves and dense foliage when compared to trees with poor vigor.
- Shoot growth for most vigorous trees will be at least 1 foot per year. At least ½ of the branches should arise from points on the lower 2/3 of a trunk.

- Bark texture can denote vigor. Smooth or shiny bark on the trunk and branches of a young tree usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.
- Trunk taper: the trunks of vigorous trees will generally have an increase in diameter with a decrease in height. Trees with reverse tapers or no taper should be avoided.
- Root color: young roots of most trees will be light in color.

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

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

b. Planting Standards for Trees

- The planting of new trees can result in major injury to their root system proper planting techniques are employed, conditions will be more favorable for tree recovery, and the rate of attrition for newly planted trees will be reduced.
- Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.
- Only healthy trees with a well developed root system and a well formed top, characteristic of the species, should be planted. Standards for selecting quality stock are provided in Section C. REVEGETATION (3.) of the Tree Preservation Ordinance of Fulton County.
- Trees selected for planting must be compatible with the specific site conditions.
- The ability of a species to regenerate a new root system and to become re-established has to be considered.

c. Planting Procedures for Trees

- Planting holes should be no less than 1 foot wider than the root ball or bare roots of the tree being planted. A planting hole 3 times the width of the root ball is recommended.
- Trees should not be planted deeper than they were in their former location or container.

- Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.
- Good water drainage from the bottom of the planting hole is essential for root regeneration.
- Once the transplanted tree is set, the hole should be backfilled with soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A back fill with native soil alone is adequate if the soil is of good quality.
- The addition of fertilizer to backfill soil can cause root injury, and is therefore not recommended. The back fill should be gently tamped (but not compacted), and soaked for settling.
- The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering.
- Mulching newly planted trees will reduce competition from weeds and moderate soil moisture and temperature extremes.
- Staking should be used on newly planted trees only where determined necessary.

d. Standards for Selecting Quality Shrub Stock

- Shrubs selected for planting must be free from injury, pests, disease, or nutritional disorders.
- Shrubs selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability. The following criteria are generally used for the determination of vigor:
 1. Foliage should have a green or dark green color. Vigorous shrubs will have many leaves and dense foliage when compared to shrubs with poor vigor.
 2. Bark texture can denote vigor. Smooth or shiny bark on the branches of a young shrub usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.
 3. Root color: young roots of most shrubs will be light in color.

e. Planting Standards for Shrubs

- Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.
- Only healthy shrubs with a well developed root system and a well formed top, characteristic of the species, should be planted.

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

f. Planting procedures

- Planting holes should be no less than 1 foot wider than the root ball or bare roots of the shrub being planted. A planting hole 3 times the width of the root ball is recommended.
- Shrubs should not be planted deeper than they were in their former location. Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.
- Good water drainage from the bottom of the planting hole is essential for root regeneration.
- Once the transplanted shrub is set, the hole should be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate if the soil is of good quality.
- The backfill should be gently tamped (but NOT compacted), and soaked for settling.
- The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering. This area should be heavily mulched (4-6 inches) with pine straw, cypress mulch or other similar hardwood mulch.

4. PRICING SHEETS

- Prices quote shall include all labor and equipment (including delivery) necessary to furnish and install the listed items.
- No minimum quantities are assured under this contract. No minimum amount of work is assured. Contract award will be based upon the three lowest price quotes from all responsive and responsible quoters.
- In order to be responsive quoters must provide a price for all items.
- Pricing will be on a unit price basis with payment based on the total units performed. Prices quoted are to include furnishing and installing all labor equipment and materials necessary to provide replacement landscaping with viable survivability.
- Pricing for sod, grassing, trees, and shrubs shall include the cost of all site preparation, topsoil, mulch, maintenance, etc., specified under that item in the PRODUCT/SERVICE SPECIFICATIONS section of this solicitation.

PRICING SHEET continues

Line	Item	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
1	Bermuda Sod	sq. ft.	12000		
2	Centipede Sod	sq. ft.	2000		
3	Zoysia Sod	sq. ft.	2000		
4	Fescue Sod	sq. ft.	3000		
5	Fescue Seed	sq. ft.	2000		
6	Rye Seed	sq. ft.	2000		
7	Hardwood Mulch (Cypress Mulch)	Cubic Yard	20		
8	Harwood Mulch (Mini Nuggets)	Cubic Yard	20		
9	Hardwood Mulch (Dyed Red Mulch)	Cubic Yard	20		
10	Pea Gravel	Cubic Yard	10		
11	Marble Chips	Cubic Yard	10		
12	Pine Straw	Bale	50		
13	Wheat Straw	Bale	50		
14	Top Soil	Cubic Yard	100		
15	Compost	Cubic Yard	100		
16	Erosion Control Matting	sq. ft.	1000		
17	Loblolly Pine (Pinus Taeda) - - 5' in height	Each	1		
18	Virginia Pine (Pinus Virginiana) -6' - 8' in height	Each	1		
19	Sawtooh Oak (Quercus Accutissima) -- 2" caliper	Each	1		
20	Yoshino Cherry - (Prunus Yedoensis) - 2" caliper	Each	1		
21	Trees from Group 1	Each	1		
22	Trees from Group 2	Each	1		
23	Trees from Group 3	Each	1		
24	Trees from Group 4	Each	1		

25	Trees from Group 5	Each	1		
26	Trees from Group 6	Each	1		
27	Trees from Group 7	Each	1		
28	Trees from Group 8	Each	1		
29	Evergreen Shrubs from Group 9	Each	1		
30	Evergreen Shrubs from Group 10	Each	1		
31	Deciduous Shrubs from Group 11	Each	1		

5. SPECIAL CONDITIONS/INSTRUCTIONS

- Quoters must respond fully to this request by providing an individual bid unit price and a quantity bid price for all items as identified in section 4. Bid pricing sheet.
- Quantities listed in Section 4; herein are estimates only and may be more or less of those numbers of items required to accomplish any specific tasks.
- Fulton County reserves the right to award this proposal as a whole, or in part, to one or more vendors.
- The quoter will, at the discretion of the County, be awarded to the lowest responsible/responsive quoter(s). Even if selected, the firm(s) will not be entitled to any of the funds set aside for these programs unless called upon for service.
- Those quoter(s) awarded any portion of the project must agree to match the low quoter's offer in every particular, without exception.
- Assignments will be absolute to include costs associated with details included herewith and will not be an invitation to further quote the job, but rather a directive to proceed.
- The total allocation or cost per assignment shall not exceed those funds established by the Fulton County Department of Public Works Water Services.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions General (NOC)

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 Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

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

To include Designated Per Project/Location Endorsement #CG2503/CG2504

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY

(In excess of Auto, GL and Employers Liability) Each Occurrence - \$2,000,000

5. FIDELITY BOND and CRIME

(Employee Dishonesty - Theft) Each Occurrence - \$100,000

Above to include 3rd Party Coverage

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance
 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.