



MARS HILL PARKWAY LANDSCAPE/PLANTING ENHANCEMENT PHASE I

Request for Proposal Number 1911-13

ISSUE DATE: November 16, 2018

REQUESTOR: Oconee County Industrial Development Authority (OCIDA)

ISSUED BY: Oconee County Board of Commissioners (OCBOC)

MANDATORY PRE-SUBMITTAL MEETING: Prior to 10:30 AM, Friday, November 30, 2018 “Local Time”

QUESTIONS DEADLINE: Prior to 1:00 PM, Friday, December 7, 2018 “Local Time”

ACCEPTANCE DATE: Prior to 1:00 PM, Friday, December 14, 2018 “Local Time”

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Procurement
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

Please submit one (1) unbound original, three (3) copies, and one (1) electronic file of your firm’s Cost and Technical Proposal. All prospective Offerors who are qualified Contractors are invited to submit a proposal.

OPENING PLACE: Oconee County Board of Commissioners
Commission Chambers
23 N. Main Street, Suite 205
Watkinsville, Georgia 30677

TIME: 1:00 P.M.

INFORMATION REQUESTS: Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
E-mail address: kbarnett@oconee.ga.us

This document can be downloaded from our web site: [https:// OconeeCounty.com/Bids](https://OconeeCounty.com/Bids)

REQUEST FOR PROPOSAL #1911-13

MARS HILL PARKWAY LANDSCAPE/PLANTING ENHANCEMENT PHASE I

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EXHIBIT A – OCONEE COUNTY INSURANCE REQUIREMENTS AND PLANS

November 16, 2018
Oconee County Industrial Development Authority
23 North Main Street
Watkinsville, Georgia 30677
Request for Proposal #1911-13
MARS HILL PARKWAY LANDSCAPE/PLANTING ENHANCEMENT PHASE I

Proposals shall be delivered to the Oconee County Finance Department, 23 N. Main Street, Watkinsville, GA 30677 with "BID" clearly marked on the container. Proposal must be returned in two sealed packages addressed to Oconee County Industrial Development Authority (OCIDA), with RFP#1911-13, Proposal Due Date, Time, Offeror's Name and Address clearly indicated on the package. Packages shall be marked "Technical Proposal" and "Cost Proposal" and must be in the possession of the OCBOC on or prior to Friday, December 14, 2018 at 1:00 p.m., at which time they will be publicly opened and only names of submitting firms will be read. OCBOC will not be responsible for late receipt of proposals. RFP Documents are available upon request from the Finance Department and by visiting our website at [https:// OconeeCounty.com/Bids](https://OconeeCounty.com/Bids).

The OCIDA seeks proposals to establish contract services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plants (also known as "landscaping") complete as shown on the drawings and as specified in the RFP documents.

The OCIDA reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if determined advantageous or in its best interest. RFPs are legal and binding upon the proposer when submitted. It will also be the responsibility of each proposer to obtain any addenda issued from the Oconee County Finance Department. The written RFP documents supersede any verbal or written prior communications between the parties.

There is a mandatory pre-submittal meeting scheduled for this solicitation at 10:30 a.m. on Friday, November 30, 2018 at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, GA 30677. All interested parties are required to attend.

OWNER requires a bid bond* or a certified cashier's check in the amount of five percent (5%) of the total bid to be enclosed with the bid at the time of bid opening. Cashier's check will be made payable to Oconee County Board of Commissioners.

The successful BIDDER will be required to furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-hundred percent (100%) of the total bid.

* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Questions regarding this Request for Proposal should be directed to:
Ms. Karen T. Barnett, CPPB, Oconee County Procurement Officer at Email:
kbarnett@oconee.ga.us

Questions regarding this Request for Proposal shall be received no later than 1:00 p.m. on Friday, December 7, 2018.

By
The Oconee County Industrial Development Authority

MARS HILL PARKWAY LANDSCAPE/ PLANTING ENHANCEMENT PHASE 1

1.0 INTRODUCTION

The Oconee County Industrial Development Authority (OCIDA) is soliciting proposals from qualified contractors who can conduct landscaping and planting work on the section of Mars Hill Road between the Oconee Connector and Highway 53 (Hog Mountain Road). The County is requesting that a qualified contractor plant and maintain various trees and plants, already purchased and stored, along the new Parkway.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Officer must receive such notification no later than five (5) days prior to the date set for proposals to close.

3.0 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person in writing at the following address: Oconee County Purchasing Office, Finance Department, 23 North Main Street, Suite 203, Watkinsville, GA 30677. A written addendum, if necessary, will be available on the Oconee County Website under "Bid Opportunities".

4.0 RFP OBJECTIVE

The objective of this RFP is to obtain proposals from qualified contractors who can conduct landscaping, planting work on Mars Hill Parkway within the scope of work provided, and time schedule required ensuring a successful project end.

5.0 SUBMITTAL OF PROPOSALS

The Oconee County Board of Commissioners are accepting proposals for the Oconee County Industrial Development Authority. Proposals are to be submitted following the guidelines listed in this RFP. Additional information, options, fee alternatives, and materials are welcome, but are to be submitted following the specifics listed in this RFP. Proposals become public record, so proposers should be careful when submitting proprietary information.

Proposals are to be SEALED and submitted by mail or in person to:

Oconee County Board of Commissioners
Purchasing Office, Suite 203
23 North Main Street
PO Box 1527
Watkinsville, GA 30677

706-769-2944

Contact information: Email- kbarnett@oconee.ga.us

NOTE: Emailed submittals will NOT be accepted.

Please put "MARS HILL PARKWAY LANDSCAPE/PLANTING ENHANCEMENT PHASE I" on the envelope or container. Proposals received following the deadline will not be considered.

All proposals shall include a statement indicating that the applicant is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

6.0 INSURANCE

Proposers shall comply with Oconee County's insurance requirements (See Exhibit "A1" for the Oconee County Insurance Requirements).

7.0 BID BOND

OWNER requires a bid bond* or a certified cashier's check in the amount of five percent (5%) of the total bid to be enclosed with the bid at the time of bid opening. Cashier's check will be made payable to Oconee County Board of Commissioners.

The successful BIDDER will be required to furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-hundred percent (100%) of the total bid.

* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

8.0 TIMELINE

Oconee County intends to finalize the vendor selection process according to the following schedule. Any changes in this schedule will be at the sole discretion of Oconee County.

November 16, 2018	RFP available and advertised
November 30, 2018	Mandatory Pre-Bid Meeting
December 14, 2018	Proposals due
TDB	Proposals evaluated/negotiation with selected firm
TBD	Approval and Award
TBD	Notice of Award Letter

9.0 SELECTION

Oconee County is using a competitive negotiation process to award a contract to the successful proposer. Although cost is a significant criteria for selection, the County will be awarding based upon a number of criteria evaluated based upon the proposal.

10.0 PROJECT SCOPE AND EXHIBITS

A. The scope of work in this section includes, but is not limited to, the following:

1. Locate, purchase, deliver and install all specified plants.
2. Water all specified plants.
3. Mulch, fertilize, stake, and prune all specified plants.
4. Maintenance of all specified plants until the beginning of the warranty period.
5. Plant warranty.
6. Clean up and disposal of all excess and surplus material.
7. Maintenance of all specified plants during the warranty period.

B. Please see Attachment A2 for Project Specifications and Exhibit A2 for Project Plans (separate attachment).

1. Related Specification include:
 - a. Section - Planting Soil
 - b. Section - Irrigation
 - c. Section - Lawn
 - d. Section - Tree Protection and Plant Protection

C. Installation of Plants/Trees

1. Installation of all plants must be completed between JANUARY 2, 2019 and MARCH 1, 2019. If Contractor begins planting on January 2, 2019, completion must occur within 60 days. If Contractor begins planting on January 17, 2019, completion must occur within 45 days.

11.0 LICENSES & CERTIFICATES

Proposers should have any licenses or registrations required to do business in Oconee County and in the State of Georgia. Please include photocopies of any licenses and certifications of staff expected to work on this job. List all past experience and references working with government municipalities and with private sector clients with respect to similar project work scope.

12.0 SUBMISSION CONTENT

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

A. General Company Information

1. **Project Team and Qualifications:** Provide Company or team description which describes history, types of company(s), business location and licensure.
2. **Project Approach:** The qualifications statement must describe the Respondent's recommended approach for efficiently performing the work.

3. **Fees:** Please provide all fees associated with the proposed contract for services.

13.0 EVALUATION CRITERIA and SELECTION

The selection committee will evaluate and rank the Responses that best satisfy the Project requirements by applying the comparative evaluation criteria below.

Criteria / Description	Value
Project Team and Qualifications:	50%
Project Approach:	25%
Fee Proposal:	25%

A. Evaluation Criteria & Selection

1. Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals by applying the weighted comparative evaluation criteria set forth in the criteria description using the information provided by the consultant in previous sections

The Owner may request additional information from one or more Respondents in order to complete the evaluation process. At its option, the Owner may invite one or more Respondents to make a presentation or discuss their proposal. After the evaluation process is complete, the Owner will notify all Respondents. The top ranked Respondent will be selected for contract award or offered the opportunity to negotiate the final terms of the Contract. If the Owner determines that the top-ranked Respondent's proposed final terms of the Contract are not advantageous to the Owner, the Owner may choose to select or negotiate with the next-ranked Respondent.

14.0 INSTRUCTIONS TO PROPOSERS

A. Procurement Process

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

B. Contract Definitions

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

1. **Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.
2. **Agreement** – refers to the executed contract between the County and Contracting Entity.
3. **County** – Oconee County Government and its authorized representatives.

4. **Contact Person** – Staff designated by the Oconee County Department of Finance to submit any questions and suggestions.
5. **Offeror** – the entity of individual submitting a proposal in response to this RFP.
6. **Owner/Requestor** – Oconee County Industrial Development Authority
7. **Proposal** – the document submitted by the Offeror in response to this RFP.
8. **Issuer of RFP Documents** - Oconee County Board of Commissioners
9. **Proposer** – the entity or individual submitting a proposal in response to this RFP.
10. **Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
11. **Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
12. **Responsive Offeror** – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
13. **Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
14. **Subcontractor/sub-consultant** – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

C. **Mandatory Pre-Submittal Meeting**

A **mandatory** pre-submittal meeting will be held at **10:30 AM on Friday, November 30, 2018** at the BOC Chambers, Suite 205. All interested parties are required to attend. The purpose of this meeting is to allow potential Offerors an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents. Because Oconee County considers such a meeting to be critical to understanding the proposal requirements, attendance at the pre-submittal meeting is mandatory to qualify as an Offeror.

D. **No Contact During Procurement Process**

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

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

E. Clarification & Addenda

1. Clarification

- a) Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests, which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after 1:00 P.M. on Friday, December 7, 2018, local prevailing time.** Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.
- b) Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (Email Preferred) to:

**Oconee County Industrial Development Authority
Attn: Ms. Karen Barnett
Finance Department
23 North Main Street, Suite 203
Watkinsville, GA 30677**

**Email: kbarnett@oconee.ga.us
Fax: 706-310-3574**

**RE: RFP#1911-13 MARS HILL PARKWAY LANDSCAPE/PLANTING
ENHANCEMENT PHASE I**

Telephone inquiries will not be accepted.

2. Addenda

- a) All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Oconee County website <https://oconeecounty.com/bids>.
- b) No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. The Proposers should consider only written responses issued by addendum to this RFP.
- c) During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Oconee County website, <https://oconeecounty.com/bids>. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

F. Term Of Contract

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

1. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in fiscal year 2019, the starting date being no later than ten (10) calendar days after the Notice to Proceed and shall end absolutely and without further obligation on the part of the County until the project warranty and maintenance phase is completed. Installation of all plants must be completed between JANUARY 2, 2019 and MARCH 1, 2019. If Contractor begins planting on January 2, 2019, completion must occur within 60 days. If Contractor begins planting on January 17, 2019, completion must occur within 45 days.

The Commencement Terms shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

2. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement that pertain to events of termination and the County's rights upon termination.

3. Statutory Compliance Regarding Purchase Contracts

The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

G. Vendor Registration And Bid Notification System

Applicants are asked to sign up with the OCBOC registration system, which is powered by Vendor Registry. The system allows you to quickly register and update details such as what products and services you provide as well as your contact information. This will enable Vendor Registry and the County to notify you of important bid opportunities in the future. Proposals are not rejected for a failure to register.

To Register or check if you are registered:

- Please visit our website at www.oconeecounty.com
- Hover over "Departments"
- Select Finance Office
- On left side of the webpage click on Vendor Registration
- Complete your registration by following the instructions provided

If you need assistance, please call 865-777-4337.

H. Subcontractors

All Offerors shall include a list of all subcontractors with their proposal. The County reserves the right to reject the successful respondent's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

I. Open Records

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror **must** follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit with their response declaring and specifically describing their trade secrets, including those of their subcontractor.

J. Examination Of Proposal Documents

Before submitting a Proposal, each Offeror shall:

1. Examine the Proposal Document Package thoroughly.
2. Become familiar with local conditions affecting cost of Work progress or performance.
3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
4. Study and carefully correlate Applicant's observations with the Proposal Document Package.
5. Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.

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

K. Copies Of Proposal Documents

1. Complete sets of RFP Documents, shall be used in preparing submittals. The County assumes no responsibility for errors or misrepresentations resulting from using incomplete sets of Proposal Documents
2. The County, in making RFP Documents available on the above terms, does so only to obtain Proposals on Work and does not confer license or grant for any other use.
3. Any part of the RFP Documents may be modified by Addenda.

L. Submission of Proposals

1. Sealed Proposal

The Oconee County Board of Commissioners will be accepting proposals for the OCIDA. Please submit one (1) unbound original, three (3) copies and (1) complete proposal in electronic format, such as a thumb drive. Proposals shall be submitted in a sealed envelope marked on the outside with the project name, Offeror's name, date, and time of opening on face. If Proposal is sent through mail, or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

Proposals will be received until 1:00 P.M., Friday, December 14, 2018 to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department, Suite 203 at 23 North Main Street, Watkinsville, Georgia 30677.

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or delivered to the proper destination. Late proposals

properly addressed to the Oconee County Industrial Development Authority shall be returned to the respondent unopened.

2. County Forms and Documents

In Attachment A1 of the RFP documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements and put together a successful proposal.

a) Attachment A1-County Forms

County forms must be used without substitution unless otherwise specified. They are:

- 1) Addenda Acknowledgement Form
- 2) Cost Proposal
- 3) Respondent's Information Sheet
- 4) Local Business Initiative Affidavit
- 5) Execution of Proposal
- 6) Respondent's Certification and Non-Collusion Affidavit:
- 7) Drug-Free Workplace Certificate
- 8) ***Georgia Security and Immigration Compliance Act Affidavit***
 - ***Contractor Affidavit****
- 9) References Form
- 10) List of Subcontractors
- 11) Bid Bond
- 12) Current copy of Certificate of Insurance (form not provided)
- 13) W-9
- 14) All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

****Must be submitted with proposal or it will be deemed non-responsive.***

b) Attachment A2- Project Specifications

c) Attachment A3 – Cost Submittal

Applicants are to submit in a separate, sealed envelope, the completed cost sheet provided in Attachment A3.

3. Insurance

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for him/herself and all employees as described in Exhibit A1 of this RFP unless other insurance requirements are employed as part of the supplemental terms & conditions or specifications of this project.

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Exhibit A of this RFP. Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any "additional

insured” language for the County. At the time of award, a copy of the successful Proposer’s Certificate of Insurance (“COI”) must be provided to the County.

4. Drug-Free Workplace Certificate

Proposer shall provide a drug-free workplace certificate with proposal.

5. Non-Collusion

By submitting a response to this solicitation, the applicant represents and warrants that such proposal/bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the applicant has not directly or indirectly induced or solicited any other contractors to put in a sham proposal/bid, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a proposal/bid, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the solicitation or in the contract that may be made under it, or in any expected profits.

6. Local Business Initiative

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein “County”, may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

7. Georgia Security and Immigration Compliance Act

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

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County

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

The Purchasing Officer is authorized to conduct random audits of a contractor or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. See Attachment A, Proposal Forms for declarations and affidavits.

M. Opening Of Proposals

Oconee County Board of Commissioners will be accepting proposals for the OCIDA. Proposals will be publicly opened and names of submitting firms will be read at **1:00:00 P.M., Friday, December 14, 2018** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

N. Proposals To Remain Open

Proposal shall remain open for acceptance by the County for sixty (60) calendar days after Proposal opening. The County may release any Proposal prior to that date at its sole discretion.

O. Award of Price Agreement/Contract

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject all Proposals, to waive all informalities, and to disregard nonconforming, non-responsive, or conditional Proposals. Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Proposals, incomplete or unbalanced unit prices, or other irregularities.

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after the Applicant makes verification. However, under no circumstances can unit prices be changed.

2. The County pursuant to applicable law will award contract. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.
3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.

4. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.
5. The County will award the contract at the County's Discretion.

P. Required Documents After Award

1. Occupational Tax License:

Applicant shall provide evidence of a valid **Oconee County** occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.

2. Certificate of Insurance:

Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County.

15.0 GENERAL TERMS AND CONDITIONS

- A. Consultants interested in obtaining a contract with Oconee County, GA to become contractor for Mars Hill Parkway Landscape/ Planting Enhancement Phase I shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

1. County Rights and Options

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

- a) This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- b) Oconee County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- c) The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- d) All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- e) The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- f) The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- g) The County reserves the right to waive any technicalities or irregularities in the Proposals.
- h) The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- i) The County may request Proposers to send representatives to the County for interviews and presentations.
- j) To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- k) The County reserves the right to discontinue negotiations with any selected Proposer.
- l) The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- m) All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- n) The County may add to or delete from the Project Scope of Work set forth in this RFP.
- o) All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- p) Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- q) The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- r) By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

B. Cost of Proposal Preparation and Selection Process

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the

Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

C. Authorization to Transact Business

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

D. General Requirements

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

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

The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If a Proposer is not selected within 60 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Oconee County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
4. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency, unless stated otherwise in the specifications.
5. The successful Proposer must assume full responsibility for providing warranty service on all goods, services, materials, or equipment provided to the County with warranty coverage. If a vendor should happen to be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.

6. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of Oconee County Industrial Development Authority.
8. In case of default by the successful Proposer, Oconee County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Oconee County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Oconee County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

E. Post Document Requirements

Awardee shall submit proof of current certificate of insurance as per Oconee County Insurance Requirements (Exhibit "A1") in addition to any insurance requirements listed in the attached specifications. Awardee who does not hold an Oconee County occupational tax license will be required to register their license within five (5) working days of award. There is not a requirement to hold an occupational tax license at time of submittal. If the Awardee plans to use sub-contractors, a list shall be provided with the bid and Sub-Contractor Affidavits are to be provided to the County within five (5) working days from the Notice of Award. Performance and Payment Bonds are needed if required.

F. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. The Finance Director and the Contractor must approve any change to the Agreement in writing.

G. Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

H. Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made

in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

I. Liquidated Damages

The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of the Work according to this Section 13-I, the Owner will sustain damages and loss as a result of such failure. The exact amount of such damages will be difficult or impossible to estimate accurately at the time this RFP is issued. The Owner and Contractor, therefore, agree that if the Contractor fails to achieve Substantial Completions of the Work according to this Section 13-I, the Owner shall be entitled to retain or recover from the Contractor as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day, commencing on the day after the contracted date of work scope completion. Owner and Contractor acknowledge and agree that any liquidated damages provided hereunder are (i) a reasonable pre-estimate of the Owner's losses likely to be suffered in the event of such delay, (ii) in the nature of liquidated damages and not a penalty, and (iii) fair and reasonable. Contractor shall pay Owner all liquidated damages on request. The Owner may deduct liquidated damages described in this section from any unpaid amounts then or thereafter due the Contractor under the Agreement.

J. Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought because of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Agreement.

K. Substitutions

No substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

L. Exemption from Taxes

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

M. Invoicing and Payment

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables.

Invoices shall be submitted:

Oconee County Industrial Development Authority
Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677

The County will pay all such invoices according to the payment terms outlined in the attached specifications (Exhibit B).

N. Assignment of Contract

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department.

O. Termination

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted.

1. Termination for Convenience

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

2. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

P. Agreement Disputes

The Contractor shall give written notice to the Owner's Representative of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Owner's Representative by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Owner's Representative shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Owner's Representative's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Owner's Representative shall render a decision within sixty (60) days of receipt of the appeal.

Q. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

R. Applicable Laws/Forum

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

S. Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) be delivered to an agent, such as an overnight or similar delivery service, or (b) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Industrial Development Authority
Post Office Box 1527
Watkinsville, Georgia 30677

T. Licensure

To the extent required by the State of Georgia or the County of Oconee, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Agreement.

U. General Indemnification

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

V. Anti-Discrimination

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

W. Ownership

Oconee County is the owner of all work and related documentation done on behalf of the County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to the County upon request. This requirement shall survive the termination of the agreement between the parties, and is enforceable by injunction action if necessary, in which case the Contractor shall be liable for the County's actual legal fees and costs.

X. Change Orders

Pricing for this contract shall remain as agreed upon until the job is completed. Any changes in the specifications or work scope will require a contract amendment. The

contractor shall submit a price change request to the Owner's Representative detailing the additional services required with the associated costs. If approved by the Oconee County Industrial Development Authority, a contract amendment will be issued for signature.

Y. Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workers and public including traffic control and warning signs

Z. Agreement

Each proposal is received with the understanding that the acceptance in writing by the OCIDA of the Offeror to furnish any or all of the commodities or services described therein shall constitute an agreement between the Contractor (awardee) and the OCIDA which shall bind the Contractor on his or her part to furnish and deliver the articles and/or services quoted at the prices stated in accordance with the conditions of said accepted proposal. The OCIDA, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles and/or services specified and delivered.

1. Oconee County Industrial Development Authority may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the IDA Board and may be amended with the issuance of a change order under the signature of the Owner's Representative.
2. "No parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
3. Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.
4. Should a Purchase Order Contract be used, the documents incorporated into the purchase order by reference include the scope of work, the general terms and conditions of the proposal documents, the cost form, addenda and any sections of the proposal document or the contractor's cost response that have a direct bearing on the performance or price.

AA.Brand or Manufacturer's Reference

The County has determined that any manufacturer's brand defined in the RFP Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Proposals for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the proposal documents. The County reserves the right to determine products and support of equal value.

BB.Disqualification of Proposers

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

CC. Reserved Rights

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested. The proposer shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

DD. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Oconee County shall apply. Protestors shall seek resolution of their complaints in the manner provided by the OCIDA.

16.0 ATTACHMENTS AND EXHIBITS

Attachments

- A1** - Checklist and Required Forms
- A2** - Project Specifications
- A3** - Cost Proposal and Itemized Bid Sheet

Exhibits

- A1** - Oconee County Insurance Requirements
- A2** - Plans

End of RFP Documents (see Attachments A1-3 and Exhibit A1-2)



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Attachment A**

1. Offeror's Checklist & Required Forms



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
OFFEROR'S CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. Required Forms:

- Addenda Acknowledgement Form
- Respondent's Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- References
- Sub-Contractors Form
- Bid Bond (Not Included)
- Current copy of firm's certificate of insurance (Not Included)
- W-9

2. Specifications/Work Scope

3. Cost Proposal

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Addenda Acknowledgement**

The Respondent has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the proposal if the addendum contains information that substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

RFP #1911-13
Mars Hill Parkway Landscape / Planting Enhancement Phase I
Offeror Information Form

1. Legal Business Name _____

2. Street Address _____

3. City, State & Zip _____

4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFP #1911-13

Mars Hill Parkway Landscape / Planting Enhancement Phase I

Local Business Affidavit of Eligibility

*Legal Name of Business: _____

1. Mailing Address: _____

Physical Address: (if different) _____

2. Year business was established in Oconee County: _____

3. Occupational Tax License number issued and County/City where issued: _____

4. Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): _____

6. Is your business' principal base of operations in Oconee County? Yes No

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

Mandatory Document – Complete all areas above and return with your proposal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Execution of Proposal**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #1911-13

Mars Hill Parkway Landscape / Planting Enhancement Phase I Respondent's Certificate and Statement of Non-Collusion

I _____ certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFP #1911-13 Mars Hill Parkway Landscape / Planting Enhancement Phase I** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with _____,

_____ certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP #1911-13

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP #1911-13

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



RFP #1911-13

Mars Hill Parkway Landscape / Planting Enhancement Phase I

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Sub-Contractors**

Please list any subcontractors that you will be working with during the course of this contract:

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Attachment A**

ATTACHMENT A

2. Specifications/Work Scope/ Supplemental Terms & Conditions

SECTION 32 9300
PLANTING**PART 1 – GENERAL**

1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation, permits, fees, taxes, insurance, and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plants (also known as "landscaping") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
 - 1. Locate, purchase, deliver and install all specified plants.
 - 2. Water all specified plants.
 - 3. Mulch, fertilize, stake, and prune all specified plants.
 - 4. Maintenance of all specified plants until the beginning of the warranty period.
 - 5. Plant warranty.
 - 6. Clean up and disposal of all excess and surplus material.
 - 7. Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
 - 1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
 - 2. Related Specification Sections
 - a. Section - Planting Soil
 - b. Section - Irrigation
 - c. Section - Lawn
 - d. Section - Tree Protection and Plant Protection
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
 - 1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
 - 2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
 - 3. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.

- a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
 - b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
 - c. The New Sunset Western Garden Book, Oxmoor House, most current edition.
4. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
 5. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.
 1. INDEMNITY: The Contractor shall assume sole responsibility for and shall hold harmless the Owner and Landscape Architect from and against any and all loss, cost, damage and liability for or on account of any and all injury, death, or damages received or sustained or alleged to be received or sustained by any person or persons whomsoever, and for or on account of any damage or alleged damage to any property of any person or persons whomsoever arising or claimed to arise in connection with the performance by the contractor of any undertakings hereunder, or by any act or omission by or on the part of the Contractor or any subcontractor, or their agents, or employees, or by reason of the condition of the premises or in consequence of any negligence in maintaining or safeguarding the same. The Contractor shall further assume sole responsibility for indemnity and hold harmless the Owner and Landscape Architect from and against any and all loss, cost, damage and liability, whether provided out of, directly or indirectly, any and all injuries to, diseases incurred by, or death of any employee of the Contractor or any sub-contractor while in, on, or near the premises of the Owner, however and by whatever cause

such injuries or death may arise or be caused.

2. LIABILITY INSURANCE: The Contractor and all subcontractors shall, during the continuance of work under the Contract, including extra work in connection therewith, maintain and furnish proof of the following insurance coverage:
 - a. Workman's Compensation, Employer's Liability Insurance required by Employee Benefit Acts or other statutes applicable where the work is to be performed.
 - b. Comprehensive General Liability and Property Damage Insurance in the amounts as stipulated by the Oconee County Board of Commissioners
 - c. Comprehensive Automobile Liability Insurance, including Property Damage, covering all owned or rented equipment used in connection with the work, in amounts not less than the amounts stipulated by Oconee County Board of Commissioners (the owner), in amounts per person, and in amounts per occurrence for bodily injury, and in amounts per occurrence for Property Damage.

1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.
- B. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- C. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- D. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- E. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- F. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- G. Kinked root: A root within the root package that bends more than 90 degrees.
- H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- J. Normal: the prevailing protocol of industry standard(s).
- K. Owner's Representative: The person appointed by the Owner to represent their interest in the review

and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.

- L. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

- M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- N. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- P. Shrub: Woody plants with mature height approximately less than 15 feet.
- Q. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- R. Stem: The trunk of the tree.
- S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- T. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- U. Structural root: One of the largest roots emerging from the root collar.
- V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 8 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other

- requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article – “Selection of Plants” to the Owner’s Representative for approval.
 - G. Close out submittals: Submit to the Owner’s Representative for approval.
 - 1. Plant maintenance data and requirements.
 - H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner’s Representative for approval.
 - I. Installation plan submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.

1.11 OBSERVATION OF THE WORK

- A. The Owner’s Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor’s expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Owner’s Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner’s Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner’s Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 - 1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
 - 2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
 - 3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
 - 4. COMPLETION OF THE PLANTING: Review the completed planting.

1.12 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the Owner’s Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.13 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
 - 1. Once the Contractor completes the installation of all items in this section, the Owner’s Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
 - 2. Substantial Completion Acceptance by the Owner’s Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.

3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
 1. The bidders list for work under this section shall be approved by the Owner's Representative.
 2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
 3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.
 4. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
 5. Submit references of past projects, employee training certifications that support that the Contractor meets all of the above installer qualifications and applicable licensures.

1.14 PLANT WARRANTY

A. Plant Warranty:

1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:

 - a. Shrubs, Ornamental Grasses, and Trees – 1 Year(s).
 - b. Ground cover and perennial flower plants – NA Year(s).
 - c. Bulbs, annual flower and seasonal color plants – for the period of expected bloom or primary display. NA
2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
3. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
4. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
5. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be

considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.

6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
 7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
 8. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
 9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.
- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
1. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

1.15 SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
 1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.

1. The following nurseries are pre-approved to supply plants for this project:
Southeastern Growers, Inc., Watkinsville GA ShaunL@southeasterngrowers.com
MOON's Tree Farm, Washington GA dwayne@moonstreefarm.com
Hale & Hines Nursery, Inc., McMinnville TN haleandhines@blomand.net
EVERGREEN NURSERY, Dials Mill Road Oconee County GA (Bill Ross)
 - F. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
 - G. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
 - H. Each tree shall have a numbered seal applied by the Contractor. The seal shall be placed on a lateral branch on the north side of the tree. The seal shall be a tamper proof plastic seal bearing the Contractor's name and a unique seven-digit number embossed on the seal.
 1. Do not place seals on branches that are so large that there is not sufficient room for the branch growth over the period of the warranty.
 - I. The Owner's Representative may choose to attach their seal to each plant, or a representative sample. Viewing and/or sealing of plants by the Owner's Representative at the nursery does not preclude the Owner's Representative's right to reject material while on site. The Contractor is responsible for paying any up charge for the Owner's Representative to attach their seal to specific plants.
 - J. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.
- 1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE
- A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.
- 1.17 SITE CONDITIONS
- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.

- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.
 - 1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.
- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
 - 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.18 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of *Local Utility Locator Service, 811*, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Local Utility Locator Service*.

PART 2 – PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
 - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 - 2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
 - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each

shipment of plants.

1. Clearance from the local county agricultural commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted.

D. Plant Quality:

1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant

Plant quality above the soil line:

- a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the following:
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
 - b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
 - c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
 - d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
2. **Plant quality at or below the soil line:**
 - a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not

considered injuries.

- 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
 - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
 - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
 - a.) Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant's root system shall be modified at the final production stage, if needed, to produce the required plant root quality. The final grower shall certify in writing that all plants are reasonably free of stem girdling and kinked roots as defined in this specification, and that the tree has been grown and harvested to produce a plant that meets these specifications.
 - 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.
- E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.
1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.
- 2.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.
- A. BALLED AND BURLAPPED PLANTS
1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
 2. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the

root ball above wilt point and below saturation

- c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
 - 1.) At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
- d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

B. SPADE HARVESTED AND TRANSPLANTED NA

C. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

- 1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
- 2. Provide plants shall be established and well rooted in removable containers.
- 3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

D. BARE ROOT PLANTS NA

E. IN-GROUND FABRIC BAG-GROWN NA

2.3 ANNUAL FLOWERING AND SEASONAL COLOR PLANTS NA

2.4 PALMS NA

2.5 PLANTING SOIL

- A. Planting Soil as used in this specification means the soil at the planting site, or imported as modified and defined in specification Section Planting Soil. If there is no Planting Soil specification, the term Planting Soil shall mean the soil at the planting site within the planting hole.

2.6 MULCH

- A. Mulch shall be "Walk on" grade, coarse, ground, from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 3/8 inch or less in size, and a maximum size of individual pieces (largest 20% or less of volume) shall be approximately 1 to 1-1/2 inch in diameter and maximum length approximately 4 to 6". Pieces larger than 6 inch long that are visible on the surface of the mulch after installation shall be removed.
 - 1. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Owner's Representative.
- B. Submit supplier's product specification data sheet and a one gallon sample for approval.

2.7 TREE STAKING AND GUYING MATERIAL

- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- B. Stakes for supporting trees under two inch (2") caliper or multi-stem plants shall be lodge pole stakes or other sound timber, straight stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant. Guying and staking of trees 2" caliper and

- greater shall utilize 3, 3/4 inch flat woven polypropylene straps equally about the tree at 45 degree angle from the tree trunk anchored to 2x2 wooden stakes of adequate length driven into the ground to adequately secure the tree (see planting details)
- C. Below ground anchorage systems DELETE
 - D. DELETE
- 2.8 TREE BARK PROTECTOR DELETE
- A. Tree Bark Protectors DELETE
 - B. DELETE
 - C. DELETE
- 2.9 WATERING BAGS
- A. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours
 - B. Watering bags shall be:
 - 1. Treetigator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596.
 - 2. Ooze Tube sized to the appropriate model for the requirements of the plant, manufactured by Engineered Water Solutions, Atlanta, GA.
 - 3. Or approved equal.
 - C. Submit manufacturer's product data for approval.
- 2.10 CHEMICAL OR BIOLOGICAL ADDITIVES NA

PART 3 – EXECUTION

3.1 SITE EXAMINATION

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section – Planting Soil - and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner's Representative in writing of any unsatisfactory conditions.

3.2 DELIVERY, STORAGE AND HANDLING

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
 - 1. All plant materials must be available for observation prior to planting.
 - 2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
 - 1. The Owner's Representative or Contractor shall approve the duration, method and location of storage of plants.
- C. Provide protective covering over all plants during transporting.

3.3 PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the Owner's Representative. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.

3.4 ADVERSE WEATHER CONDITIONS

- A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.5 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.6 LAYOUT AND PLANTING SEQUENCE

- A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.
- B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.
- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

3.7 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
 - 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
 - 2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.8 SOIL MOISTURE

- A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

- 1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.

- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.
 - 1.

3.9 INSTALLATION OF PLANTS: GENERAL

- A. Installation plan shall be submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.
- B. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner’s Representative of any condition observed.
- C. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- D. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner’s Representative to meet these quality standards.
 - 1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner’s Representative may choose to reject the plant rather than permitting the modification.
 - 2. Any modifications required by the Owner’s Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
 - 3. The resulting root ball may need additional staking and water after planting. The Owner’s Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
 - 4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.
- E. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes,

- including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.
- F. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.
- G. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
 - a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
 - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
 2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
 3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
 4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- H. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.
- I. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- J. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.
- K. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.
- L. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact

the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- M. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- N. Thoroughly water the Planting Soil and root ball immediately after planting.
- O. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.
- P. Remove corrugated cardboard trunk protection after planting.
- Q. Follow additional requirements for the permitted root ball packages.

3.10 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

B. BALLED AND BURLAPPED PLANTS

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
2. Earth root balls shall be kept intact except for any modifications required by the Owner's Representative to make root package comply with the requirement in Part 2 Products.

C. SPADE HARVESTED AND TRANSPLANTED PLANTS NA

D. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS

1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
2. Remove the container.
3. Perform root ball shaving as defined in Installation of Plants: General above.
4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
5. Remove all substrate at the bottom of the root ball that does not contain roots.
6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

E. BARE ROOT PLANTS NA

F. IN-GROUND FABRIC CONTAINERS NA

3.11 GROUND COVER, PERENNIAL AND ANNUAL PLANTS NA

3.12 PALM PLANTING NA

3.13 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 - 1. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
 - 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
 - 1. Plants shall stand plumb after staking or guying.
 - 2. Stakes shall be driven to sufficient depth to hold the tree rigid.

3.14 TREE BARK PROTECTION

- A. DELETE

3.15 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

3.16 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
- B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

3.17 PRUNING OF TREES AND SHRUBS

- A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that

occurred in the nursery or after.

F. Pruning shall be done with clean, sharp tools.

G. No tree paint or sealants shall be used.

3.18 MULCHING OF PLANTS

A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.

B. For trees planted in lawn areas the mulch shall extend to a 2.5 foot radius around the tree or to the extent indicated on the plans.

C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

3.19 PLANTING BED FINISHING

A. After planting, smooth out all grades between plants before mulching.

B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be as depicted on the drawings.

3.20 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.

B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.

C. The Contractor shall install 25 gallon watering bag for each tree to be maintained and used for tree watering during the warranty period.

1. The watering bags shall remain the property of the Owner at the completion of the work.

3.21 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.

C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.

D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.22 PROTECTION DURING CONSTRUCTION

A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.

- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

3.23 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

- A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

3.24 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
 - 1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

3.25 MAINTENANCE DURING THE WARRANTY PERIOD BY OTHERS

- A. After Substantial Completion Acceptance, the Contractor shall make sufficient site visits to observe the Owner's maintenance and become aware of problems with the maintenance in time to request changes, until the date of End of Warranty Final Acceptance.
 - 1. Notify the Owner's Representative in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the Owner's Representative may take corrective action.
 - a. Notification must define the maintenance needs and describe any corrective action required.
 - 2. In the event that the Contractor fails to visit the site and or notify, in writing, the Owner's Representative of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

3.26 MAINTENANCE DURING THE WARRANTY PERIOD BY THE PLANT INSTALLER

- A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.
- B. General requirements:
 - 1. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 5 years experience supervising commercial plant maintenance crews.
 - 2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.

3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
 4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
 5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the Owner's Representative.
 6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the Owner's Representative's written permission.
 7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the Owner's Representative, and submit a copy of the logs at the end of each year of the maintenance agreement.
 8. Meet with the Owner's Representative a minimum of three times a year to review the progress and discuss any changes that are needed in the maintenance program. At the end of the warranty period attend a hand over meeting to formally transfer the responsibilities of maintenance to the Owner's Representative. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs and soil test data. Make the Contractor's supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.
- C. Provide the following maintenance tasks:
1. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth.
 - a. Maintain all watering systems and equipment and keep them operational.
 - b. Monitor soil moisture to provide sufficient water. Check soil moisture and root ball moisture with a soil moisture meter on a regular basis and record moisture readings. Do not over water.
 2. Soil nutrient levels: Take a minimum of 4 soil samples from around the site in the spring and fall and have them tested by an accredited agricultural soil testing lab for chemical composition of plant required nutrients, pH, salt and % organic matter. Test results shall include laboratory recommendations for nutrient applications. Apply fertilizers at rates recommended by the soil test.
 - a. Make any other soil test and/or plant tissue test that may be indicated by plant conditions that may not be related to soil nutrient levels such as soil contaminated by other chemicals or lack of chemical uptake by the plant.
 3. Plant pruning: Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the Owner's Representative, do not shear plants or make heading cuts.
 4. Restore plants: Reset any plants that have settled or are leaning as soon as the condition is noticed.
 5. Guying and staking: Maintain plant guys in a taught position. Remove tree guys and staking after the first full growing season unless directed by Owner's Representative.
 6. Weed control: Keep all beds free of weeds. Hand-remove all weeds and any plants that do not appear on the planting plan. Chemical weed control is permitted only with the approval of the Owner's Representative. Schedule weeding as needed but not less *12 times per year*.
 7. Trash removal: Remove all trash and debris from all planting beds and maintain the beds in a neat and tidy appearance. The number of trash and debris removal visits shall be no less than 12 times per year and may coincide with other maintenance visits.
 8. Plant pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks.
 - a. The Owner's Representative must approve in advance the use of all chemical pesticide applications.
 9. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered

and replaced under the warranty provisions.

10. Mulch: Refresh mulch once a year to maintain complete coverage but do not over mulch. At no time shall the overall mulch thickness be greater than 3 inches. Do not apply mulch within 6 inches of the trunks or stems of any plants. Replacement mulch shall meet the requirements of the original approved material. Mulch shall be no more than one inch on top of the root ball surface.
11. Bed edging: Check and maintain edges between mulch and lawn areas in smooth neat lines as originally shown on the drawings.
12. Leaf, fruit and other plant debris removal: Remove fall leaf, spent flowers, fruit and plant part accumulations from beds and paved surfaces. Maintain all surface water drains free of debris. Debris removal shall be undertaken at each visit to weed or pick up trash in beds.
13. Damage from site use: Repair of damage by site visitors and events, beyond normal wear, are not part of this maintenance. The Owner's Representative may request that the Contractor repair damage beds or plantings for an additional cost. All additional work shall be approved in advance by the Owner's Representative.

3.27 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

END OF SECTION 32 9300



RFP #1911-13

**Mars Hill Parkway Landscape / Planting Enhancement Phase I
Attachment A**

ATTACHMENT A

3. Cost Submittal

PROPOSAL FOR LANDSCAPE PLANTING

JOB: MARS HILL PARKWAY LANDSCAPE / PLANTING ENHANCEMENT PHASE ONE
FROM UNIVERSITY PARKWAY ALONG MARS HILL ROAD TO GA HWY
53 OCONEE COUNTY GEORGIA, RFP#1911-13, Dated 11-16-18

Having carefully examined the Planting Specifications and General Conditions and Construction Plans, aka, LANDSCAPE DEVELOPMENT PLANS FOR MARS HILL PARKWAY LANDSCAPE /PLANTING ENHANCEMENT PHASE ONE, OCONEE COUNTY GEORGIA, dated 5/14/2018, with revisions thru 11/05/2018, Project #18-009 as prepared by BEALL & COMPANY, 3651 Mars Hill Road, Suite 1400, Watkinsville, GA 30677, as well as the premises and conditions affecting the work, the undersigned proposed to furnish all services, equipment, labor, and materials called for by said documents for the entire work in accordance with said documents, for the sum of:

_____ Dollars

(\$_____). Which sum is hereafter called the "BASE BID".

Planting shall include maintenance during the planting and warranty/guarantee period, and as specifically described on the FINAL PLANT SCHEDULE / BID FORM included in the construction documents.

UNIT PRICES

The Contractor shall be required to provide an itemized unit price list, with each item completed including installation, maintenance and guarantee, prior to signing if of the Contract.

WORK SCHEDULE

Work shall begin as soon as possible after _____, _____.

and shall be completed by _____, _____.

INSURABILITY

The Contractor shall supply with this Proposal, evidence of insurability commensurate with the standard requirements of the Oconee County Board of Commissioners.

CONTRACT

Upon acceptance of this Proposal by the Owner, the Contractor shall prepare a contract to be executed by both parties prior to beginning work. The contract shall be entitled "Contract for Landscape Planting and Related Items, Mars Hill Parkway Landscape/Planting Enhancement Phase One". The contract shall include the dates specified in this proposal for beginning and completing the work. The contract shall make the plans and specifications cited in this Proposal a part of the contract by reference to them by name and date cited therein. The Contractor shall submit said Contract to the Landscape Architect for approval prior to its submission to the Owner for execution.

PROGRESS PAYMENTS

Progress payments may be submitted periodically by the Contractor, but not more frequently than at 30 day intervals. These requests shall specify the percentage of the work completed at the time of the request and shall be submitted in the following form:

TOTAL CONTRACT AMOUNT \$ _____
% COMPLETED TO DATE \$ _____
REMAINING CONTRACT AMOUNT \$ _____
PROGRESS PAYMENT REQUEST \$ _____
LESS 10% \$ _____
TOTAL DUE \$ _____

An amount equal to 10% of each progress payment request shall be withheld pending completion of the work and final acceptance by the owner. A copy of each payment request shall be emailed to the Landscape Architect at the time of the request so that verification of the installed work can be made.

PRICE GUARANTEE

The price stated in the Proposal is guaranteed for a period of not less than thirty (30) days, nor more than sixty (60) days from the date hereof, and, if authorized to proceed within that period, Contractor agrees to complete the work covered by this Proposal at the price herein, and within the time specified.

It is agreed that it is the Owner's prerogative to negotiate with the successful bidder to revise the scope of the work as needed to meet an established budget.

DATE: _____

FIRM NAME _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

BY _____ TITLE _____

SIGNATURE _____

INFORMATION REQUIRED

Bidder to state whether Individual, Partnership, Corporation, LLC, etc.

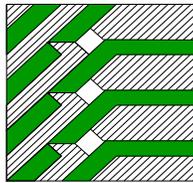
THE OWNER RESERVES THE RIGHT TO REFUSE ANY AND ALL BIDS.

OWNER

OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
23 North Main Street
P.O. Box 1527
Watkinsville, GA 20677
706.769.2944
Karen T. Barnett, CPPB, Oconee County Purchasing Officer
kbarnett@oconee.ga.us

LANDSCAPE ARCHITECT
(CONSULTANT OF RECORD)

Kenneth A. Beall, RLA GA 645



BEALL & COMPANY

3651 Mars Hill Road

Suite 1400

Watkinsville GA 30677

Phone: (706) 543-0907

ken@beallandcompany.com

Date: August 26, 2018 (rev. 11/05/18)

BC Job Number: 18-019

FINAL PLANT SCHEDULE / BID FORM		Revised 11/05/2018							Bid Submitted By:					page 1
Project:		Mars Hill Parkway Landscape/Planting Enhancement: PHASE ONE (from University Parkway / GA HWY 316 to Hog Mountain Road / GA HWY 53)												
		Oconee County Georgia												
Item #	Trees												*Installed	Extended
	Common Name	Botanical Name	Item Count	Unit	Cond.	Minimun Install Size	Instructions/Notes						Unit Price ea.	Line-item
													\$	\$
1	Trident Maple 'Aeryn'	<i>Acer buergerianum</i> 'Aeryn'	32	ea.	B&B	2.5" cal	Flagged at Moon's Tree Farm, Washington GA							
2	Japanese Maple 'Bloodgood'	<i>Acer palmatum</i> 'Bloodgood'	25	ea.	B&B	10' hgt.	Flagged at Southeastern Growers, Watkinsville GA							
3	Japanese Maple 'Seiryu'	<i>Acer palmatum</i> 'Seiryu'	12	ea.	B&B	8' hgt.	Flagged at Southeastern Growers, Watkinsville GA							
4	Native Chalk Bark Maple	<i>Acer saccharum</i> subsp. <i>leucoderme</i>	28	ea.	B&B	2.5" cal	Flagged at Moons Tree Farm, Washington GA							
5	Deodar Cedar 'Mystic Ice'	<i>Cedrus deodara</i> 'Mystic ice'	11	ea.	B&B	2.5" cal	Flagged at Moons Tree Farm, Washington GA							
6	Eastern Redbud	<i>Cercis canadensis</i>	12	ea.	B&B	4" cal.	Flagged at Southeastern Growers, Watkinsville GA							
7	Eastern Redbud	<i>Cercis canadensis</i>	32	ea.	Cont.	45 gal	Flagged at Southeastern Growers, Watkinsville GA							
8	Redbud 'Forest Pansy'	<i>Cercis canadensis</i> 'Forest Pansey'	13	ea.	B&B	2" cal	Flagged at Southeastern Growers, Watkinsville GA							
9	Redbud 'Rising Sun'	<i>Cercis canadensis</i> 'Rising Sun'	40	ea.	B&B	2" cal	Flagged at Southeastern Growers, Watkinsville GA							
9.5	White Fringetree	<i>Chionanthus virginicus</i>	6	ea.	Cont.	30- gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10	American Yellowwood	<i>Cladrastis kentukea</i> 'Perkins Pink'	5	ea.	Cont.	30- gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.01	White Dogwood	<i>Cornus florida</i>	10	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.1	Stellar Pink Dogwood	<i>Cornus florida</i> 'Stellar Pink'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.2	Celestial White Dogwood	<i>Cornus</i> 'Rutcan' 'Celestial White'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.3	Cherokee Brave Dogwood	<i>Cornus Florida</i> 'Cherokee Brave'	10	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.4	Chinese kousa Dogwood	<i>Cornus kousa</i>	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.4.1	Scarlet Fire Dogwood	<i>Cornus kousa</i> 'Scarlet Fire'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.5	Blue Shadow Chinese Dogwood	<i>Cornus kousa</i> 'Blue Shadow'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.6	Appalachian Mist Dogwood	<i>Cornus florida</i> 'Appalachian Mist'	10	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.7	Aurora Dogwood	<i>Cornus x 'Rutban'</i>	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.8	Milky Way Dogwood	<i>Cornus kousa chinensis</i> var. 'Milky Way'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.9	Japanese Kintoki Dogwood	<i>Cornus officinalis</i> 'Kintoki'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.10	June Snow Dogwood	<i>Cornus controversa</i> 'June Snow'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.11	Constellation Dogwood	<i>Cornus x 'Rutcan'</i> 'Constellation'	5	ea.	Cont.	15 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
10.12	Starlight Dogwood	<i>Cornus x 'Rutcan'</i> 'Starlight'	5	ea.	Cont.	30 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
11	Cryptomeria 'Radicans'	<i>Cryptomeria japonica</i> 'Radicans'	14	ea.	Cont.	45 gal	Flagged at Southeastern Growers, Watkinsville GA: Limb-up 1/3							
12	Georgia Gem Green Ash	<i>Fraxinus pennsylvanica</i> 'Oconee'	3	ea.	B&B	2.5" cal	Flagged at Moons Tree Farm, Washington GA							
12.5	Golden Globe Ginkgo	<i>Ginkgo biloba</i> 'Golden Globe'	5	ea.	Cont.	30 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
12.6	Presidential Gold Ginkgo	<i>Ginkgo biloba</i> 'Presidential Gold'	5	ea.	Cont.	30 gal	Selected at Hale & Hines Nursery, McMinnville, TN							
13	Nellie Stevens Holly	<i>Ilex cornuta</i> 'Nellie R. Stevens'	10	ea.	B&B	8' hgt	Flagged at Southeastern Growers, Watkinsville GA							
14	Crape Myrtle 'Sarah's Favorite'	<i>Lagarstroemia indica</i> 'Sarah's Favorite'	11	ea.	Cont.	45 gal	Flagged at Southeast Growers, Watkinsville GA							
15	Crape Myrtle 'Moonlight Magic'	<i>Lagarstroemia indica</i> 'Moonlight Magic'	6	ea.	B&B	8'-10' hgt.	Multi-Stem Standard; matched groupings							
16	Crape Myrtle 'Muskogee'	<i>Lagarstroemia indica</i> 'Muskogee'	8	ea.	B&B	8'-10' hgt.	Flagged at Southeastern Growers, Watkinsville GA							
17	Magnolia 'Brackens Brown Beauty'	<i>Magnolia grandiflora</i> 'B. Brown Beauty'	25	ea.	B&B	7' hgt	Flagged at Southeastern Growers, Watkinsville GA							
18	Southern Magnolia	<i>Magnolia grandiflora</i> 'C. Wannamaker'	25	ea.	B&B	7' hgt	Flagged at Southeastern Growers, Watkinsville GA							
19	Japanese Magnolia 'Black Tulip'	<i>Magnolia x soulangeana</i> 'Black Tulip'	9	ea.	B&B	2.5" cal.	Flagged at Moons Tree Farm, Washington GA							



Oconee County Board of Commissioners

Invitation to Bid

EXHIBIT A

1. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.¹

Important:

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

¹ For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

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- Certificate Holder should read:
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
 - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
 - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 - No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

Exhibit A

- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	

Exhibit A

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 3,000,000
Professional liability	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

2. Asbestos Abatement:

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 3,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

Exhibit A

3. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Property Coverage or Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

4. **Consulting Services:**

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Exhibit A

6. **Elevator Maintenance** (includes all passenger and freight elevators):

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

7. **Food Service:**

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Liquor Liability (When applicable)	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Exhibit A

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and liquor liability policies.

8. Information Technology: See Standard Insurance Limits and Professional Liability insurance which includes Errors and Omissions coverage.

9. Landscaping / Lawn Care:

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

Exhibit A

10. **Medical/Therapist Services** (including optical and laboratory): This includes all contracted medical services, including but not limited to, assisted physician services, laboratory equipment maintenance, and patient testing.

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional liability (malpractice) \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

11. Pest Control:

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Exhibit A

Automobile Liability

Combined Single Limit	\$ 1,000,000
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional environmental impairment liability policies.

12. **Recreational Services:** This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the agency.

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
Umbrella Liability	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

13. **Refuse Transportation and Disposal:** See the "Solid Waste Collection and Disposal Services of Oconee County, Georgia" for insurance requirements. Document available upon request.

Exhibit A

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

14. Security:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and professional liability policies.

15. Staffing Services:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.